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Maybe I could start out and just give you'all a general overview. You heard a few things the other day that were just hurried. Folks wanted to hear something real quick and everyone wanted to get out of there.

The gist of what I had to say, what I'm suggesting to people, is that <u>all court cases are determined administratively before they go to the court</u>. If they're not determined there, it gives the judge discretion and the judge can do anything he wants to do. So, that's why you have to do everything, you have to have all matters, all issues that need to be, resolved and agreed to, before you go into an equity court.

The way you exhaust your administrative remedy… there's several ways to do it. You can exhaust your administrative remedies in several ways. <u>In order to go into any kind of equity, you have to have given equity</u>. Before you go into equity, you have to have clean hands - which means you have to have exhausted your administrative remedy and all parties are in agreement.

Once all parties are in agreement, then the only thing to do is to go into court for a <u>judicial review of your process</u> to make sure that you have done it correctly. So, when you have got the agreement of the parties, you can go into equity, you can file in there, so you have to come in with clean hands, but you're simply saying to the judge, "Is my process correct? If it is, execute my contract and give me the order. If it is not, tell me how I must correct it."

And then correct it and put it back in. <u>Because you are a non-attorney, the judge has to tell you if there is a defect in your process and how to correct it</u>. You see? So, what you are wanting to do then, you're wanting to get everything cleaned up there in the administrative arena, so you can go in for your judicial review.

Now, what we've generally done in the past is whatever administrative process we do, and there are many that you can do; I personally prefer "Accepted for Value" myself, but anyway, whatever administrative process you do, whether it's accepted for value or a private contract or whatever it is you want to do, you want to get the agreement of the parties, you want to have a third party witness (we usually use a notary for third party Witness), and then once you've done all those things, you can take your agreement to the court for judicial review.

Now, the reason that you must do this - this is where many people have fallen down on the administrative side, because they thought they could execute on the administrative side. Now, I suppose there are some things that you can. But, for the most part, <u>you'll have to take your administrative stuff into the court for judicial review, because, if you don't you are</u>

failing to give the other party administrative due process. So, if you don't take your administrative process into court for review, now you are in dishonor. That will get you into trouble.

With that preface, talk to me - tell me what you want.

Q - You said you go into court in equity. Is there any other way to go into court?

A - You can go into common law if you want to. But why would you want to go there if you can get equity?

Q - Well, I'm not saying you would want to. I'm just trying to distinguish what different ways that you can go in.

A - Well, look, all the courts are in equity as long as there is somebody sitting there in front with a black dress on. Because that man or woman sitting up there with a black dress on, represents a minister. They're not a judge and don't confuse them with a judge.

The minister will not get into contract with you. All you're doing is bringing your contract in front of the minister to see whether or not your process is correct. And if it is, the minister will give you an execution on your contract.

Now there are circumstances where you might NOT want to be in equity. What you have to do then, you have to get a judge in there and you have to bring in the bond, bring in the judge's bond, to put him into a judicial situation. I CAN TELL YOU HOW TO DO THAT IF YOU ARE INTERESTED.

But almost all the courts that you go into, unless you specifically set it up otherwise, is going to be a court of equity, a fictional equity, by the way!

Q - So how would you set up the bond; how would you go about doing that?

A - OK. If you want to set up a court for judicial, where you actually have a judge, there are two ways you can do it. (1) You can either do it on paper - you can put in (let's see, I'm trying to think of the right words to say, anyway, I've got the paperwork), you can put in the paperwork where you bring the oath of office of John Smith, doing business as judge, see, you have to bring in the real man. Because somewhere down the line, a real man raised his right arm to the square and swore an oath either to the constitution or state constitution or something. A real man did that. And so, what you'll have to do, if you do it on paper, you'll go and get a certified copy of the real man's oath of office and put the paperwork into the court. (2) The other way you can do it, you can do it verbally right in the courtroom, which I've done, that is you ask the judge (the guy sitting there in the black outfit), you would ask him, "Do you, John Smith, have an oath of office?" And they generally admit, yeah they do have an oath of office. And then you ask, "Well, is it in the courtroom today?" And they might say yes or no. But in any event, you say, "But you do certify that you do have an oath of office?" "Yes, I have an oath of office." Well, "Will the court take judicial notice of the oath of office of John Smith." See?

Now, if the court takes judicial notice of the oath of office of John Smith, now you've got his oath in the court and now you've turned him into a judge. He's not a minister anymore so he doesn't have discretion in equity; he's a judge. And the ONLY thing a judge can look at is facts and law. See, the minister is looking at statutes and codes and all that crap. But a judge can only look at and see facts and law. And it's all together different than what goes on in the court with the equity or with the minister. So, if you think that you need a judge instead of a minister, there may be circumstances where you will.

Q - Like what?

A - What do you mean? Give me an example.

Q - Why did you turn him into a judge? Why did you decide to do that that day?

A - That particular day I was in juvenile court with my son and he was trying to talk to my kids and I said, "You can't talk to him, he's a minor, you know as well as I do that you can't put in a contract with a minor." So, I got after him over it and put him under his oath of office and then he had to act like a judge and then he couldn't talk to that kid; he could only talk to me.

Q - So, when they get out of line as a minister, and it's actually within the scope of what they can do as a minister, but when they cross barriers that are not OK with you, then you back him up by turning him into a judge.

A - Well, yeah, juveniles are a little bit different. But I was coming into that situation as defendant. Now, in your situation where you're trying to do something in equity, where you have some kind of contract that you have accepted for value, where you want to come in as a plaintiff. The plaintiff always wins. You're the moving party, you're bringing subject matter jurisdiction, so you come in as plaintiff, I don't think you need a judge there because you're in control of it anyway.

Q - You've done your administrative process and everyone is in agreement?

A - Yeah. Now if you get into a situation where they turn it upside down or sideways on you, then go ahead and jump around there and get that judge in there and get him under his oath and all that kind of stuff and then put stuff in.

See, if you're in a criminal or you're in something where you are a defendant where you have to put evidence in because…. Let me give you a scenario. Attorneys never exhaust administrative remedy. They always run into court and try to get the judge to rescue them. See? Because they never bring any kind of administrative remedy in there.

Q - Why do they act that way? What's their motivation?

A - Because it's a whole lot easier and quicker.

So, let's say that you've got into circumstances where you've been dragged into court as defendant and you're trying to recover because you haven't exhausted your administrative remedy either. Or, let's say you have gone back and done some kind of administrative procedures and you want to get it in front of the court so they'll see it.

See, the judge does not, is not, <u>will never listen to the defendant because the defendant is always the debtor </u>and the plaintiff is always the creditor. The judge does not have to listen to the debtor and they only do it to amuse you.

<u>Because when the attorney comes in as plaintiff and puts in a bond on the thing, that case is over</u>!!

Q - How do they put the bond in?

A - They sign a complaint and put it into the court.

Q - And the complaint creates the bond?

A - Yeah, it creates a general bond. They always use their bar number and that's their insurance or their bond. Let me back up a little bit so you understand. All the court systems operate in commerce. There ain't no such thing as civil or criminal in reality. It's all in commerce. Now, <u>in order to put a commercial distress on another party, you have to put in a bond.</u> The bond is a hold harmless and indemnifies the court against any kind of damage that they might inadvertently do to the other party. And so when the attorney comes in with an original complaint, suit, or whatever it is, <u>that's a negotiable instrument and that's money</u>! So they come and they put it into the court. The judge or the clerk of the court (I don't' know which one does it), will take that negotiable instrument and put it into their commercial bank account and that original instrument there creates the funds which is the bond or the hold harmless for the judge and the court. See, this is all a commercial distress.

So, yeah, that is how the bond comes in.

So the attorney comes in with the bond and they don't really care so much for any kind of procedures that they've done. <u>The only thing the attorney does when they come into the</u>

courtroom, is they're trying to shift the liability of the negotiable instrument that they filed in from them over to your strawman. That's all they're there for. Remember when the read the charges, when the read the case, they say, "Do you understand these charges?" See, everybody says, "Yeah, I can understand that." I always say, "Nah, I don't understand that." Because twist the words around, they're saying, "Will you stand under the charges?" In other words, they're saying, "Will you become surety for the charges that this attorney over here put into the court on this negotiable instrument that we're holding the money on:" In other words, "Will you pay the bill on it?" Or, "Will you certify that your strawman will pay the bill?" So, I always say, "Nah, I don't understand the charges." They come back and say, "What part don’t you understand." I say, "None of it." See? "I don't understand none of that stuff." But sometimes I will, sometimes I'll go put in the bond against it and replevin it. Anyway, that's how the whole thing operates.

And, so that's why the attorneys run into court real quick without doing their administrative process because the only thing they're really trying to do is to create funds and have you become the surety on it. That's all they're there for. Now, sometimes they get stuck for it. After we talk a little while, I'LL TELL YOU HOW YOU CAN STICK THEM FOR IT.

Q - I understand that when we file the UCC, that moves us from being a debtor to being a creditor.

A - No, it don't do that. Would you like me to explain to you…

Q - Yes, I'm trying to understand how you enter the court as a debtor vs being a creditor and how you do that and I thought the UCC helps accomplish that.

A - It does, if you use it properly.

When you were born, there was a baby and the baby don't have a name. It's a noun - it's a baby, it's a child, whatever. Shortly thereafter the birth, the party (probably your mother) registered a name and tagged it on to the baby, "John Smith" or "Jane Smith." OK? Now, that registration of that name was put onto a certificate of live birth. Now, remember the name is not the baby. It is what was used to register the baby into the commercial register.

And so, that document was taken to the county and state and eventually it'll end up in the Department of Commerce and all that kind of stuff. Anyway, the US government wanted to hypothecate on that negotiable instrument called the certificate of live birth and they did, but in order to do that so there would be no injury to anybody, they created a strawman. Stramaneous homo. And it’s a corporation, it's a sub-corporation of the United States. And they even assigned to it an account number which we call the social security account. Alright? So, you've got two names out there floating around. Neither one of them is the baby; neither one of them is the man or the woman - they're just registration of names, titles, so forth, so that that commerical property can be identified. That's all they're there for. Now,

I mean, generally people become attached to whatever name it is that is given to them; men like their names, they hear it called all the time, "I
mean, hey boy, it's really a neat thing, I've got a name over here."

Alright. But there's two names out there. Now, on your UCC-1 financing statement, when you put it in, it don't say nothin' on there about no creditors. It says "Debtor," it says "Secured Party."

The debtor can only be a debtor under some kind of a contract. I mean, there has to have been a contract, there has to have been some kind of failure on the obligation, and so forth, and therefore you've created a debt, which gives a lien right to the other party. And so, when you file that UCC-1 Financing Statement, especially the national forms that we're using today, the only thing you're doing is you're announcing to the public that there is a contract in place, the debtor (JOHN SMITH in all capital letters) is the debtor on the contract and the secured party over here (John Smith in upper and lower case letters) is the Secured Party and has the lien right against that debtor. You see, all the UCC-1 is stating is, "Buyer Beware!" - before you do business with this debtor, you should check with the secured party to see whether or not you're going to get anything out of it.

Q - How come the strawman can become the debtor? Did he default on the contract?

A - Yeah. Now, what's the contract? You have to have a private security agreement in place. You see, a lot of people have misunderstood the UCC-1 financing statement, "first in time, first in line" stuff. It's not. It's the contract that's the first in time, first in line. Now, on my contract (my security agreement that I filed with my strawman, which I signed), it goes **Nunc Pro Tunc** right back to the day I was born. In other words, the contract was created on my birth date, 1948! And so that contract is going to be first in time, first in line before any other contract can ever be created.

Somebody says, how do you prove that? I don't have to prove it; I produce my contract which is signed on those dates, etc, and, "Do you have any evidence to the contrary? Are you going to try to get in the middle of my contract, 'cause when you do, you're going to get in real serious trouble." See what I mean.

And so, on the UCC-1 Financing Statement, it does not call you the creditor; it calls you the Secured Party. I am the Secured Party against this Debtor, under contract, and here is the amount of the debt and here is what has been levied against as security on the lien, which is basically everything that the strawman ever had, or has right now, or ever will have. Because my contract obligation is unlimited. I have not put a dollar figure on it; it is an unlimited contract and anything that ever happens to the benefit of the strawman is the secured property of the Secured Party.
See?

Q - So, did you file an indemnity clause in your UCC-1?

A - No, you can do that.

Questioner - We did on mine.

Winston - OK, who'd you indemnify?

Questioner - It indemnifies me for being liable for anything the strawman does.

Winston - Well, you can do that, yeah, that's not a problem.

Questioner - See, I had Howard Griswold help me with this when I did it a couple of years ago. I also have a question; I emailed you back and forth a couple of times here. On this notary fraud, where the man's wife notarized stuff - I woke up this morning thinking about this at 5 o'clock - why couldn't I go back through a notary and accuse him of the notary fraud and then when he doesn't answer, void the whole contract?

Winston - Well, you can do that. Are you wanting to bring him up on criminal, is that what you're wanting to do?

Questioner - Well, I'm wanting to get the ranch back!

Winston - I understand that. But getting the ranch back, you're going to have to prove the fraud. I don't know if that will get the ranch back, to prove that there was fraud on the notary. All you'll do is put the notary into the hot box on the criminal charge, is all you'll do.

Questioner - What I'm reading in the book, Winston, "if there is notary fraud, the contract is void." Where his own wife notarized it.

Winston - Now, how does his wife signing that as notary, prove the fraud? That's my question.

Questioner - It's a void contract because it wasn't a valid contract 'cause it wasn't….

Winston - What is the witness of that? See what I mean?

Questioner - OK.

Winston - You're talking about accusations and assumptions here. What is the fact? Do you have the facts lined up? Do you have certified copies, for instance, do you have all these things lined up? Because accusations are like spitting in the wind - it'll come back and hit you in the face, if you ain't real careful.

Questioner - Right, this is why I'm asking. If a guy did this through a notary and said, according to law (I've got 200 and some cases here, case law, that say you can't be an involved party and notarize an instrument). His wife would be an involved party.

Winston - OK. Now, what is the evidence of that? See now, you've got to line this out administratively before you go into a court with this kind of stuff.

Questioner - That's what I'm saying. How do I do it administratively?

Winston - Alright, do you have the original signature documents or have they been put into the public record somewhere so you can get a certified copy?

Questioner - Yes.

Winston - Alright, go get a certified copy of the thing and then if you really want to juice it up, go see if you can't get a certified copy of the marriage certificate of the man and the woman.

Questioner - OK.

Winston - See? But you have to line up the evidence before you start making any kind of charges.

Questioner - Right!

Winston - The basic thing has to be: this man and this woman have a marriage license. They have a vested interest in one another. Then go get a certified copy that demonstrates that their vested interest is causing injury to you - which is, she notarized the contract, making the contract invalid and now you're injured. And then, to top it all off, you need to ledger up the value of the injury. Which is, for instance, the price of the farm, lost income from losing the ranch, etc, and then you've got to demonstrate that you actually lost something by it. So, you have to put in affidavits stating that you've been out of possession of this ranch for so five years and here's how much I've lost. See? You have to do all those things if you want to get a remedy.

We had a guy sitting down with us one time and he was an insurance adjuster. He told us, 'cause we were trying to talk to him about bonding in the court and all that stuff, and he let us jabber for awhile and finally he said, "I don't know what you'all are talking about. But what I do understand is how to pay off or how to collect an insurance claim. Let me tell you how we do that and maybe it will fit into what you're talking about here." So he said, basically, you have to prove that there is a contract (policy) in place, you have to prove that you have an insurable interest in it (you have to prove that you have received injury or damage). Then, he said, one of the most essential parts to this whole insurance thing, is you have to prove that you lost something. He said, if you can't prove that you lost something by all this stuff going on, we're not going to pay nothin' on it. He said, for instance, I saw it happen the other day - a kid on a motor scooters smacked into the back end of a pickup truck and tore up his motor scooter but it didn't leave a scratch on the pickup truck. Now, could the insurance on the pickup truck come back against this guy on the scooter? No. Because there wasn't nothin' lost. See what I mean?

So, if you can demonstrate that the fraud that was perpetrated on you caused an injury and you can ledger the damages and demonstrate that you have lost something by this, now you're going to start getting a remedy. That thing's got to get it as solid as a rock, see what I mean?

Questioner - That's going to be simple as hell because we lost the whole rest of the ranch 'cause he didn't make his payments.

Winston - Well, that's what I'm explaining to you. But have it all… see look, when you go into an equity court and talk to that equity, the guy sitting up there with the funny dress on, you give him a lot of leeway when you don't bring things in having exhausted it administratively.

In other words, have the proof in the administrative records before you take it into the courthouse. Get it all lined up. Get it all agreed to. 'Cause then when you go in there, now all of the sudden you can get it executed, even in equity, without a judge.

Q - That's what I'm saying, now you're saying to do this all through a notary? Send it to him first?

A - OK. You want to go gather up your evidence of the fraud.

Q - I've got most of it.

A - OK. Get all that you can get. Put it in affidavit form. For instance, say, "I, John Smith, went to so-and-so the County Recorder's office and I got the marriage certificate of Jane Doe and John Doe over here, and here's a certified copy of it." Get all that lined up. "And here is the certified copy of the fraudulent contract that was signed by Jane Doe (the wife of John Doe) for his benefit. And there's a vested interest there. Blah blah blah." Get those affidavits all put together with certified copies of what you're talking about as evidence for your affidavit. See what I mean?

So, all the things you're trying to do, as far as evidence, is you get it all lined up.

Now, what I'd do in your case, is I would make a contract with the other party that would be a self-executing contract (it's basically called a petition in the nature of harmony and agreement). It'll be called, let's see, I've got one sitting right here in front of me, hold on for a minute. It's called "Notice of International Commercial Claim Administrative Remedy." That's what we've used in the past. I HAVE THOSE THINGS AND I'LL BE MORE THAN HAPPY TO EMAIL THEM TO YOU SO YOU CAN STUDY THEM FOR YOURSELF.

Q - Thank you, 'cause I'm going to go after this like a mad dog.

A - Now, let me tell you something, mad dog, get it all lined up real close before you go running off into the court. Get the agreement of the other party.

Q - Through the notary process?

A - Now, the notary is just your witness. Now, these international contracts that we're doing are self-executing because the other party won't, and cannot, answer them! So, once you get them in,… in other words, if they don't respond point for point, they are in agreement by their silence. Under Admiralty Law, that is fatal.

Questioner - Yeah, I understand that.

Winston - Alright, so you get them into agreement and you have all the evidence in your contract. Of course, that is all going to be sent, by a notary, so that the notary can give you a certificate or some kind of Notice of Non-Response. And that is the only thing that the notary is there to say, is the other party did not respond. And that's all you care for, 'cause in Admiralty Law that's fatal. How many times did they nail us on that?

Questioner - Oh, chuckle, don't even mention it.

Winston - That's what I'm saying, you see. Go ahead and nail the other party on it. The notary is simply going to say, "The other party did not respond." They're going to certify the non-response, alright? That's fatal. So, when you go to court now, with your contract in hand (you go file in an amended complaint into the court, with your contract as the evidence, with all your exhibits and all that sort of thing, you know what you put in there?), and the only thing - the only thing that you're there for is that you're going to have the judge look at your administrative process. And the only thing that you want to talk about is, "Is my process correct?"

Questioner - If it isn't, he has to tell you?

Winston - Yeah. If it's not, then he's under responsibility to tell you what to do to correct it. But you're going to do it right!! You're going to do it right before you go in there.

So, you get in there, "Is my process correct?" YES. "Execute my contract!" YES. See? If the process is correct, the minister has no discretion and they have to execute your contract.

So, depending on what it is that you've got in your contract, then that's what the judge, I mean, what the minister is going to execute on in equity. But you've got to come in with total agreement of all the parties. There can be no controversy. <u>The way we stop the controversy is - with the administrative contract they agree (I mean, we put it right in there), that they agree not to argue, controvert, sue or anything else in the future.</u> Then we hold them to their contract. See?

It takes you just a little while to wrap your mind all the way around this and catch all the holes in the fences and stuff, but you can plug 'em all up and make it work.

Questioner - Well, this is what I want to do. Because, not only did he sign a contract and a promissory note to me and then didn't pay it off (he went to the court and beat me out of it, you know).   Then he turned around and got my easement taken away from me, so I can't even go the property I own!

Winston - Well, you're going to have to work through those things. But I'm tellin' you, here is a process that will do that.

Questioner - Well, I want to get on it. Because then I've got to start on the rest of 'em.

Q - On a slightly different tack, but one of the comments attributed to you, is, "do not use a Bill of Exchange in place of cash."

Winston - Yeah, don't be tryin' to do that.

Questioner - Could you explain a little about what you mean about cash there. Because we talk about Bills of Exchange being used now on the Washington coast to obtain a pickup, Bills of Exchange being used to pay off these notes in Wade Starr's example. Where is the definition there?

Winston - Well, people generally use the words "Bill of Exchange" to refer to any kind of commercial transaction. And it may or may not work that way. A Bill of Exchange is basically, "A drafts B to pay C". In other words, A tells B, "You go pay C." The question always arises in the mind of B, "why should I do that?" See? So, <u>B has to have some kind of fiduciary responsibility to A in order to be able to do that.</u>

So, A tells B, "here, go pay $10,000 over to C over here." So B looks at it and says, first off, do I have a responsibility to A in order to do that? And number two, what am I gonna pay it with? Where guys run into trouble, as far as I can tell, is they are writing out a bill of exchange where A tells B to go and do something and B looks at the piece of paper and says, "I ain't got nothin' to pay that with!" So, what the heck is they're going to pay it with?

Q - Well, the ones we're specifically addressing are: A (being the person with the Bill of Exchange) is telling B (John Snow) to go pay somebody else (whether it be a bank or a real estate agency or whatever).

Winston - And what is John Snow going to pay it with?

Questioner - Your exemption.

Winston - Oh? Why should John Snow do that?

Questioner - That's what we're asking. Why should John Snow, or what are we missing there?

Winston - He can only pay if you have an accrual account. I mean, there has to be some asset in the account before John Snow or anybody else can pay it. Now, what is it that's in there that John Snow could use to pay off this Bill of Exchange with?

Questioner - Your credit?

Winston - Huh?

Questioner - Well, they've been issuing the birth certificate back to John Snow at a specific value, is that what you're talking about?

Winston - Yeah. That's what you'll have to access if you're wanting to have John Snow pay off a Bill of Exchange. Now, can you do that?

Questioner - That, I don't know.

Winston - Now, see, there's the problem.

Questioner - Have you been able to do that, Winston?

Winston - NO! No, I have not been able to do that. I think I know how to do that, but I haven't yet and I have more information coming, sometime in the future, probably be in, the end of July or the first of August before I'll have my information on that.

Q - Is the IRS accepting Bills of Exchange?

A - Oh yeah, they are. But you have to do it in a certain way. There's a lot of mix-up on that. That's what I was trying to tell it up there in Spokane. When I use a Bill of Exchange, and have used it against the IRS, I just use it for a liquidation for a dishonor. I tell John Snow to go collect it. It's a liquidation at that point.

Look, see, let me go after and describe how I use Bills of Exchange and you can see if it fits into what you're doing. Under the bankruptcy, your only remedy is acceptance any time an offer is made to you. If you refuse it, or if you dishonor it, that puts you into dishonor and you can be liquidated under a chapter 7 bankruptcy. See, we're all operating on VOLUNTARY bankruptcy principles. And so, when we dishonor under the voluntary, it creates the funds in involuntary and we can be liquidated. And so, when somebody sends me an offer and I return it to them, accepted for value, and they don't send me the check for the amount that they offered, they are in dishonor of their own offer. They are in breach of contract. So, if they won't send me a check so that I can take that check and spend it back into the public, (which is exactly what I would do with it), when they don't do that, because they won't provide the remedy, I'll provide one for them. And my particular remedy is called the Bill of Exchange.

Now, when I write up the Bill of Exchange (I mean, there's certain wording that goes into it and so forth), but the collateral is the dishonored contract that I put in there. In other words, the collateral is going to be "accepted for value document blah blah blah and all that kind of stuff," and then I send that, with some other documents, along to John Snow, for the liquidation of the other party in public policy.

Now, when I do that, I am in honor, they are in dishonor. I am operating in voluntary bankruptcy and they are operating in involuntary and they're fixin' to get their equity liquidated. When I send that Bill of Exchange to John Snow, he immediately sends it right straight to the IRS and they go collect. Now, probably, typically what they'll do is they'll do some administrative offset on the Bill of Exchange against whoever the corporation is, or the strawman. But that Bill of Exchange ends up in the Depository Trust Corporation at 55 Water Street, New York, New York. It's a Security! It's the evidence of a debt and they'll go collect on it so they can have the funds, for the security, so they can do all this IMF stuff.

That's how I have used the Bill of Exchange in the past and we're starting to do a few more things with that. But that, at the very least, is what is necessary to adjust the thing in public policy, see?

That's a little bit different than what some of you have tried do with the bills of exchange; they've tried to use them like currency. Some people have tried to use them, Barton's used them (with some success in the past, but the FBI jumps right in the middle of it every time he tries to use them now), trying to use them in the capacity of a trade acceptance, where they're to trying to redeem a pledge or something like that. NEVER, ever, ever, ever, (underline this) send a Bill of Exchange to somebody that you're trying to pay a debt off to!

Q - So, what's the best way to deal with a trade acceptance?

A - Stop using them!

Q - No, I'm saying, with a trade acceptance, what instrument or how would you do this? Where you're made an offer…

A - That's what I'm saying. Don't use them! The FBI is jumping all over it.

Q - What would you use in place of them?

A - OK now, listen, use exactly what I'm using and let me tell you how to do it. Let's say, for instance, somebody sends to you an offer, a final payoff offer for a credit card or a mortgage for a house, a car payment, or something. You get a firm offer from another party of any kind and you take and you accept for value their offer and return it to them, and they don't send you the check - alright? Now you've got 'em into a dishonor. Now what you can do.. Of course, you send all that stuff through a notary, you know that? Now, you have the dishonor and you have the third party witness that says they're in dishonor. Now, at that point, you can write a Bill of Exchange and the collateral on the Bill of Exchange is going to be the dishonor of the other party (which is, they dishonored their own offer). So, you list, under the collateral line, the dishonored contract and <u>that creates the funds</u>. How much is the value of the Bill of Exchange at that point? Well, it would be the value of the dishonor (let's say they sent you a final payoff on your pickup truck for $5000). Now, under the Old Testament law, which we like because it's commercial (you know, if you kill somebody's cow, you've got to give them another cow plus three other cows to make up for it). So, if I send in an Acceptance for Value to the loan company (and they're claiming $5000 that they're trying to create, you claim $20,000 - one plus three). Anyway, that would be the value that I would claim on the Bill of Exchange.

Now, when you have created that document, do not send it to them! And, don't send it to John Snow if you want to collect it yourself. What you do, is you take it to the notary. And you give that original signature, Bill of Exchange to the notary and say, "will you make presentment of this to my other party?" And so, the notary then makes a xerox copy of it, along with some kind of cover letter to describe what is going on here. In other words, I'm notary so and so, here's my address, here's my business hours, I'm holding an original signature Bill of Exchange, blah blah blah, and if you'll come and honor it, I'll give you the Bill of Exchange. In other words, it's going to be an equal exchange here now, it's not going to be where you're trying to pay something with a Bill of Exchange, you're getting an equal exchange. And so, <u>if they'll bring the funds to the notary, who is acting as an escrow, the notary gets the funds in the notary's hands, they will give the original Bill of Exchange to the other party for the equal exchange</u>. See, it's a Bill of EXCHANGE, not a check!

Questioner - Now, it actually IS an exchange.

Winston - Now, if they don't come and honor the Bill of Exchange, the notary is going to give you the Bill of Exchange back, and the notary is going to give you a Certificate of Dishonor because they did not come and honor the Bill of Exchange.

Now, you've exhausted your administrative remedy and you're prepared, at that point, to go into court for judicial review. And not only do you have judicial review of the contract, you've got the money in the thing. So, here's how I would do something like that, and we've got several people working on this right now and putting them in. You would go into the court and you would file in an amended complaint and you're bringing this whole action under estoppel. We've got a few examples of this that we're starting to put together now, if you'll EMAIL ME, I'LL SEND YOU OUT WHAT WE'RE WORKING ON.

Anyway, we've got an amended complaint that we're going to put in, but it's being brought under estoppel because the other party didn't answer, and so we put that into the public. In other words, we put it into the public court. Now, listen, here's how the thing gets good!

You go ahead and do a regular old court thing, you know, where you go through all this stuff, you know, blah blah and you put all the evidence in and you ask for relief in the amount of $20,000. In the meantime, you write a private letter to John Smith, doing business as judge. In this private letter, you're going to tell him, I'm sitting here holding this original signature Bill of Exchange which has been dishonored, and I will exchange it with the clerk of the court, for the order. See what I mean? And now, you're holding the court harmless on the commercial distress they're fixin' to do!

Questioner - That creates their bond!

Winston - You're bonding them, absolutely! It's an indemnification against any kind of harm that might come from this because they're not on the hook for a penny of it. They're using the dishonor of the original contract where the other party has dishonored it, and so what happens here is, "A instructs B to pay C." And it turns out that you happen to be C, also. You see what I mean?

That's how I envision this. That's how I'm making things work with the Bills of Exchange, not the other way around.

Q - How many times have you done this successfully? Or has someone else done this?

A - Well, we've done it in different ways. We've got several of these in operation right now. None of it has been successful so far the way I've described it, but the people we got this information from is the boys out here in federal prison. They HAVE made it work and are making it work! There is three of them that got together over there and one of them knew quite a bit about these things and so he taught the others about it. So, three of them went ahead and used these commercial contracts. Now, they didn't need to put in a Bill of Exchange because in these contracts (and when you get 'em, you'll see it), there's a True Bill written right into it. It's called True Bill in Ledgering where you figure out the amount and then come up with the sum certain that has to be paid. So in that case, you don't need a Bill of Exchange because you've got the Bill of Exchange written right into the contract. Now, several of the people that I'm working with right now, instead of going and doing the full blown contract, they just do the Acceptance for Value and then when they get to the dishonor, they use the dishonor for the Bill of Exchange.

The process is correct, regardless of which way you do it. Now the guys over here in prison, they gained a lot of information for us because they went and did these contracts, and got the other party into a complete dishonor, got them into a complete agreement by their silence. And then they tried to use the statutory rules in the Federal District Court to get the execution on the contract in equity. And they struggled with the rules and they weren't working. One of the guys who did the paperwork was so good, the judge said, "I'm going to help you out." So he did. He said, "Here's what you're doing wrong: don't bring this thing in here under a default. I don't want to see a default in here. He says, "You've already got judgement and estoppel from the notary." He said, bring it in here under an estoppel. That's what you've got. He said, "And don't bring it in under a new action, bring it in under an amended complaint. You already have the original complaint in and the notary already gave you the judgement, so all I'm going to do is review the notary to make sure that is all correct. The only issue that can be raised in my court on this item here, is whether or not the other party answered." He said, "If they didn't answer, they'd better have a real good reason why they didn't. Because that's the only issue that's going to be raised here."

See? The judge was not going to review the contract. He wasn't going to go over it point by point; all he wanted to know was whether or not the other party answered. If they didn't answer, he was going to uphold the notary. He was going to uphold in judicial review the administrative process and say, "Yes the process is correct and, yes I will execute your contract. I don't care what it says in the contract, but I'm going to execute it because the other party failed to answer and now they're liable on the contract 100%."

Now, the first guy that put that in over there, he already collected. It's up over a hundred million dollars he collected and he's still in jail. The second guy that did this, his has gone through but it was for a sizable amount (it was for 4.8 billion dollars) and the FCC got in the middle of it, on account of, if that 4.8 billion had of come out, it would have destroyed all the stockholders and so they had a certain liability there. That may have been settled by now - it was supposed to have been settled by the end of May. There had to be some kind of reconciliation come on that 4.8 billion because it would completely destroy that company, see what I mean? So the FCC got in the middle of it and said, let's take a closer look at this and see what is going to happen. The third guy that did it, he ledgered his contract against the US government (not a private corporation) and his was something like 27 trillion dollars. And that's kind of beyond the scope.

Q - How would we get ahold of that first guy's paperwork?

A - You don't need it! IT'S THE PROCESS THAT YOU WANT.

Q - The process: and that's all on your email that you'll send us?

A - Oh, I'LL SEND YOU ALL THESE INTERNATIONAL CONTRACTS, IF THAT'S WHAT YOU WANT. I'll send that to you - that's not a problem. No, I do not have the first guy's paperwork. I have some of the second guy's paperwork and most of the third guy's paperwork. But, it's all the same thing.

Q - It would be exceptionally interesting to review.

Second questioner - Actually, the first guy's paperwork absolutely worked, so…

Winston - Yeah, I don't have that, though. But it's not anything different. I mean, we have the form, it's just different words, different circumstances that are put into the form. It ain't what was said in the form, because after everything was said and done, the judge said, "I don’t care what was said in the contract. I just want to know if they answered or not. If they didn't answer, then I'll execute it for you."

Q - Point of clarification. We keep coming back to paying off an existing debt and accepting for value an existing debt. Is not an offer made by a real estate company, or a car dealership, or anything else, also an offer that could be accepted?

A - Yeah. You have to take a closer look at that stuff. For the most part, they are fairly good offers. The very best situation you want is where you get a firm offer, which means they have the SUM CERTAIN and a signature. That's a firm offer and that's the very best situation.

Q - So, that can be accepted and walked through the same process?

A - Absolutely.

Q - Even if it’s a real estate company?

A - Yeah, same thing.

Q - Where an agent makes the offer? For instance, a real estate agent makes us a FIRM offer.?

A - Yeah, you know agent and principal is the same party in a situation like that.

Q - So, if you had a million dollar house that the bank had repossessed, and they sent you a firm offer, signed by an officer of the bank, and said for one million dollars you can have this house, you can do your acceptance on that?

A - Absolutely, we've done that.

Q - You have done that?

A - Well, about two or three years ago, when we first got all this information, one of my kids, my son, decided he wanted to try it out. So, he said, I'm going to go buy a house. I said, "Go have at it," you know? So, he ran on out and found one, this great big old huge house for $400,000 out here." He came back and said, "How am I going to get this house?" I said, "Go to the real estate agent and tell them that you want a firm offer on that house. Tell them to put everything in it - the taxes, the fees, whatever. And tell them that you need to take this firm offer to your money source and say you need a firm offer and you need an original signature on it."

Well, he came bouncing back with one. Here he comes! Proud as can be; he got this firm offer on this house, he got the signature of the real estate agent and the realtor company. "What do I do now?" I said, "Accept it for value." So, we accepted it for value. I told him to take it back over to that guy and tell him you want the keys and the deed on the place.

He took it back over there. And guess what? The guy didn't give him the keys or the deed.

Questioner - Now he's in dishonor.

Winston - He's in dishonor. My kid said, "What do I do now?" I said, "Let's make up a Bill of Exchange on this." So, we did, we sat down and wrote one up. Well, back in them days, we was taking our Bills of Exchange to the bank for the presentment, instead of using notaries. We finally got fed up with the banks and started using notaries instead of the banks.

So, anyway, we took it to Bank of America and we tell the people there (because he had an account there, you see), we want for you to take this bill of Exchange and make presentment to this real estate company. We said, "Don't try to collect it, just make presentment; do you understand how to do presentment?" "Oh, yes, we can do that." So we give this to them, you know, with the instructions for how to do a presentment, you see and all this kind of stuff. Nothing happened for a couple of weeks and we went back over to the bank to see what had happened. Well, they hadn't made any kind of presentment, they'd stuck it in - they'd stolen it!! They put it in someplace.

Well, he raised hell with them over it; he jumped up and down and held his breath until he turned blue and all that kind of stuff and lo and behold, the idiots turned around and sent it back to him!!! But, guess what was on the back of it? It was endorsed!!! "Pay to any trust, bank, or foundation." So that is a bearer bond right there and we're right now negotiating to get that thing monetized. Then he can take his money and go buy a house, however big he wants one.

But you see how you can make that stuff work?

Q - Did you issue another Bill of Exchange and go back after the house again?

A - No. We let the house go. Like I say, with the Bill of Exchange, it was for three times the value of the house, so once we collect on that Bill of Exchange, then he can go buy whatever kind of house he wants to.

Q - So, now that you've understood the notary process, have you successfully done that with other houses?

A - No. I've not done anything like that since.

Q - So, you've got a 1.6 million dollar claim against the company?

A - No, now it's against Bank of America because <u>they created the funds by their endorsement</u>. Like I said, they were crazy to send it back to us.

Q - I'll bet they're hurting right now.

A - Nah, they don't care about a million dollars. A million dollars isn't nothin' to them.

Q - That's nice to hear, because it means something to us!

A - Yeah, it does, on the level we're talking right now. But what we we're going to do, is I'm talking to an investment banker right now and what we'll do with that Bill Exchange is we'll go and open up an account someplace and we'll deposit that Bill of Exchange into the account and get a letter of credit against it and then with the Letter of Credit, we can monetize that and make money on that. So, we'll be able to keep the Bill of Exchange, you know, it's like when you get a letter of credit on something like that I think it only pays something like 6%. But I can take the money and make 15-20% every month, so we'll just keep the Bill of Exchange in operation and every time we'll just redeem the letter of credit every time and make more money off of it. So it will turn into an asset, basically, is what it will be. Anyway, we're trying to line that up right now. I'm meeting with the guy next week and see if we can't get that put on.

Q - I'm listening here and you know what, you're doing exactly what the Freemen did in Montana.

A - Oh, no!

Q - I mean, basically, with the contracts that they sent to the judges and they had all those securities recorded in Washington DC. And where they got in trouble is when they paid off the Mexican debt for 50 billion. They paid it off.

Winston - Shame on 'em! What were they writing against on their warrants?

Questioner - They were writing drafts against the UCC-4s that Leroy created, which is a True Bill, on judges and stuff.

Winston - But see, the problem was, **they had an unsecured debt there because they didn't have a judicial review on 'em**.

Questioner - That's where they got 'em, I think. That's why they went after 'em so hard.

Winston - That's exactly where they got 'em.

Q - So once you get the judicial review as to whether or not they just responded to the claim, then you've got a completed security.

A - Absolutely, because that's the money! That's the banker saying, this check or this Bill of Exchange is good. It's good funds. The judge is the banker. It's a private bank, by the way, but he is a banker. So, when you take your negotiable instruments in there and say is this good funds or not, once he gives the order on it, hey, that's good funds. Now, who's liable on the thing - you or the judge? The judge is! And so, what you're doing there is you're using the judge to access the public funds, the prepaid account.

With those trade acceptances that have been going around, where you go to the bank and try to get the bank to sign on the bailie (?) and then notify John Snow and if within 15 days if he don't give it to you, then go ahead and pay the money out. See, you're doing the same thing. But in this case here, you're going to a judge, saying, "Look, you're bonded for this particular thing. So use your bond to create these funds." So, just as quick as the judge signs the order, he has bonded up on the thing and he has created the funds. And if anybody goes to jail over it, it won't be Leroy, it will be the judge. See what I mean?

Q - Now, I'm sure you've accumulated this information over years and over trial and error and over a variety of sources of information - would you have anything that you would recommend on this particular process that could be a study guide for us?

A - No, it's just pretty simple.

Q - Get your information and study it out and then go and do it?

A - Yeah, work through the thing. I mean, work in groups, where you'all can think the thing through and talk it and all. I mean, it's good to have somebody you can bounce stuff off of.

Q - Have you written this out, Winston?

A - Oh, one of the guys was trying to write this out, step one and step two and all this kind of stuff, but I mean, it's real simple. What I've told you today is all there is to it. It's not complicated stuff. It's just like going down to JC Penny and buying a new pair of blue jeans! That's how simple it is. You're just doing business.

Q - Yeah, but if somebody goes down and buys 'em for me, I usually end up not fitting.

A - Ok, then go try 'em on before you buy 'em! But you see what I mean? This is all commerce.

Questioner - Yeah, I definitely want to try these on first.

Winston - One of the things that has happened throughout the last 50 or 70 or 100 years is that we've all tried to be lawyers and do all this litigation and we got caught in the tar baby and we're havin' a hard time getting out of it. Because the first thing we do when something goes wrong is we want to go and argue and spit about it. See? We're not going to argue about all this stuff, we're going to agree with it and just go do business. "I've just come down here to do business, your honor. Here's my contract, and in as much as you're the banker, I want you to go ahead and execute on this thing. And how much do you want for your time?"

Q - I understand your need for anonymity and for not putting your number out to the world, but is there any other way other than the email to get ahold of you?

A - Well, there's a phone here where I work at, but I have my office here at a friend's house and so if you call that number, you might wake them up or something.

Q - So, you just don't want to…

A - I live out in the wilderness, where there ain't no telephone and all that crap. And so, I just come to town to use the computer and talk to folks like you.

Q - Well, definitely, we'll be requesting this stuff by email! Do you put on seminars?

A - Yeah, I just did one in Albuquerque last weekend. But if you guys get to the place where you think you want to have me come there, all it takes is a plane ticket and if you'll feed me when I show up, that's all I'll take.

Q - Do you usually run one day, two days?

A - However long you need.

Q - In other words, have some examples ready for you of what we are doing so that you can go over specific processes?

A - Yeah. Be satisfied in your mind that you've got it all lined up and I'll come up there and look at your paperwork and talk with you, whatever you want to do.

Q - If Richard were to get all his papers and certification on the property and notary fraud etc and then could lay it out, you could quickly go over that and say, "No you need more here," and this is…

A - Uh huh.

Q - Well, I could even email that to you after I do it.

A - Yeah, you can do that. We can talk back and forth on the email until you're satisfied that what you've got is right and then, if you want, I can even come up there and look at it with my very own eyeballs, I will.

Q - I don't think that would be necessary if we email it back and forth and if there is a correction, you can just send it back.

A - That's what I'm saying. This is simple stuff; it's not complicated.

Q - Yeah, we're trying to make things too complicated. I'm looking at 10,000 law books sitting around me here.

A - You know, the only thing I've got here to look at, as far as the law, is I got a law dictionary!! I don't do nothing with statutes. I don't do nothing with the stuff that ain't bonded. See? The statutes are not bonded - there's no bond in them. If there's no money there, why would I want to fool with them? Now, I don't put any precedents down, I don't use anybody else's court cases. Everytime I write anything up, or anything I do in court, I always say, here is the law of MY contract. What does the rest of this stuff have to do with my contract? It's got nothing to do with it - so I don't bring it in.

I just say, well here is a point of law. Here is something that has been talked about for the last 2000 years which we've all agreed with; it's a maxim of law (we're not going to sit here and argue about it; it's already been decided thousands of times already).

Q - A contract is a contract.

A - Yeah. I don’t bring no statutes into it.

Q - Is there any book or any guide that you would use for the understanding of bonds, the creation of bonds, and the different types of bonds?

A - Well, you know what I've got here, I've got a conversation that was had about 3 years ago between Hartford Van Dyke and Sam Davis. You know, Sam got up there into Idaho and he started writing a bunch of stuff and he got in trouble over it and people went to jail. So Van Dyke heard about it and he contacted Sam and Sam went over and sat down and listened to Van Dyke talk for about 3 or 4 days. And a friend of mind went and transcribed all that and I can send that to you. And you will learn more about commerce by reading that - it's about 118 pages of transcription. But if you want me to, I'LL SEND THAT TO YOU. And you can sit and study that and you're going to learn a whole lot, just from looking at that.

Q - Didn't Van Dyke just recently get nailed on something?

A - Yeah, he was up there, trying to write currency, him and that Nolan fellow, on a lien. He had done stuff like that before, but he had not tried to turn it into currency, per se.

Q - And this time, they did not have a judicial determination in order to create the currency?

A - Nope, they sure didn't. Now, stuff he'd been putting out before was notes drawn down on commercial liens that he had against federal judges and attorneys. And that worked pretty good. This other deal, and I'm not sure of all the details of it, but somehow they'd been putting out currency based on a commercial lien they'd done against an insurance company. And they'd actually created the currency; hell, they had the Queen of England's picture on it and everything!

Q - Yeah I saw some of that. Is this a hard copy transcription, or do you have it on electronic media?

A - Yeah, hard copy. Somewhere I have the tapes. It's been transcribed, if you want to, I can get the tapes up to you or something like that.

Questioner - The hard copy would actually be better; it's really hard to highlight a tape! How much money do we send you and where to we send it?

A - No, you don't need to send me anything.

Q - Well, 118 pages is 118 pages.

A - Somebody already transcribed it - I didn't do it, somebody sent it to me.

Q - But you still have to make copies.

A - I'll just go put it on the email and send it to you!

Q - Oh, you can send it thru the email.

A - Sure. Do you have a pretty big queue on your email thing, cause it's a pretty big thing - like I said, 118 pages. I don't know if your email will take that much.

Q - Mine will take 500 pages.

A - Yeah, will I'll just send it to you. Anytime you want something, if you'll send me an email and ask me for what it is that you want, if I have it, I'll send it to you. Just as quick as we hang up here, I'll send this to you.

Q - Thank you!!

A - Stuff comes to me for free. I mean, sometimes, I have to go somewhere to get stuff, you know, but it's come to me for free. If I have it, and you want it and you need it, then you can have it.

Q - I have the same attitude, Winston, I pass things on continuously. I contacted Rice McLeod this morning on the email. He's supposed to be the guru on that bond deal and I wanted to see what he has to say.

Winston - Yeah, somebody said he was doing something. I'm not sure what it was. There's been a lot of bond stuff floating around here lately.

Q - Well, anyway, you knew they put Wallie Pederson in jail here Tuesday.

A - What for?

Q - Conspiracy, obstruction of justice ('cause him and his wife talked about what they were doing at home, I guess that's a conspiracy then), and destruction of property before it could be confiscated.

A - OK. He'll beat all that. It's just harassment, is all they're doing.

Q - Well, they've got him in the Yellowstone County Detention Center right now until sentencing in September.

A - He's had a trial and everything already?

Q - Oh yeah, Monday and Tuesday they had him up there to trial. I hauled a load of cattle to Billings for a neighbor, and Tuesday evening I got ahold of a friend of mine and he'd just got home from the trial and he said they convicted him on everything and, of course, they made him take an attorney. They forced the attorney on him. And then the attorney just sold him off.

A - Well, they need to go put in a bond on that.

Q - Well, that's what I'm trying to find out so I can get it to him.

Winston - **If you'll write to me, I'll send you that whole stuff.** I just started doing that stuff for some guys in jail, and what not.

Q - Has it been successful?

A - According to the guy that wrote the original bond and information, he claims it has been. I just wrote one up for a friend over here in federal prison. I mean, it's a complicated thing and whatever, because he's doing the chapter 11 bankruptcy and all that, you know. But he just put that in last week. I'm going to go see him tomorrow. I asked him if he'd gotten anything back from it.

<u>You have to understand that particular bond and what it does. It removes the real man out of the case and leaves the attorney sitting there with the strawman. So, the attorney becomes the defendant Trustee in the matter and so they get stuck with it.</u>

Q - Winston, I'm trying to get ahold of him; I'm sure I will before the day is over. There is a guy in North Dakota that has done a 172 of these and 170 of the guys are out of jail.

A - Please, dear friend, hook me up with him!! What's his name? Maybe I've heard of him or something.

Questioner - Well, I'm trying to get a hold of him. I don't know his name. This friend of mine told me he's contacted him, but he didn't give me his number the other night when I was in there with that load of cattle.

Winston - Well, as quick as you get ahold of that information, make sure you tell me about it.

Questioner - I'll spread it around to the group, here.

Winston - Yes, indeedee.

Questioner - 'Cause this guy is making it work here and it's all with the bond.

Winston - Absolutely, that's where it's at.

Questioner - But, I think he's in North Dakota.

Winston - Alright. Is he hooked up with Roger over there, somehow?

Questioner - I don't know. I've read Roger's stuff for so many years. I talked with Roger eight, ten years ago, and I couldn't make heads nor tails of what he was saying then, and I still can't.

Winston - laughter. I would have to tell you that I can probably understand 30-40% of it.

Questioner - I get close to that. But it's over my head, most of it. I mean, I've got the banker's dictionary, the banker's handbook, I've got all this stuff. I've studied it for years. I don't know. Roger talks over my head.

Winston - Well, sometimes he'll say something you can figure out. See, I've been getting all this information, too - all them transcripts where he's talking about surety bonds. And I understood it well enough. I thought, you know, there's something missing here. And then, finally, somebody sent me that other stuff that's been floating around on the bonds, and some of the stuff that Jack Smith has said in America's Bulletin, and some other fellow who had actually put a bond in, he's was going in for sentencing I guess. He put that bond in and shut her right down. Yeah, I believe bonds are the right way.

Questioner - It's got to have something to do with it, because every crime is commercial. I've got the case law on that and everything.

Winston - Absolutely.

Questioner - Tom Gibson sent me that out of Texas quite some time ago.

Winston - Isn't he the one that wrote that book, <u>The Red Pill</u>?

Questioner - Yep.

Winston - See, he was using trade acceptances in his process when he was redeeming pledges and what not. That's the first time I ever heard about a trade acceptance. And then Barton started bringing it onto the scene and talking about it and working with it, and everything. And it was working pretty good until the FBI jumped in the middle of it and shut the banks down on it.

We have things that are correct. But can you make it work? 'Cause they jump right in the middle of it and foul it up for you.

Questioner - That's why you have to do this Administrative process. 'Cause you go into their courts and they rape you.

Winston - Absolutely. You have to have it all lined up before you go down there.

Questioner - Been there and done that. I've got twenty some court cases sittin' here. I'm a little more than a green hand when it comes to getting beat up in court.

Winston - But, you see, <u>they've tried to give you the money on the thing. They wrote out an order and sent it to you, didn't they</u>?

Questioner - Yeah.

Winston - Go get a certified copies of all them orders they put out, and accept them for value and return 'em to the court and request that they give you the check. And when they don't…

Questioner - Even years later, it would work, wouldn't it?

Winston - Sure.

Q - So, when you do that, when you present that back to the court, is that called a presentment?

A - No. It's called an acceptance and return for settlement.

Q - So, why are they obligated to pay you for that?

A - <u>Because they created the funds and didn't give it to you. Did they use your account number and your strawman to create those funds? When they used your strawman and your social security account number, they went and did an administrative offset against your strawman and that's how they created the money</u>.

Q - And who got that money?

A - The court!

Q - They got it in their account?

A - Of course. They're sitting on the money. It's your money. Just waiting for you to come and get it.

Q - Do you know anyone who has successfully done that?

A - No. We're doing it right now.

Questioner - Well, getting back to the bank deal, where they made the judgement for the bank, it's the same thing then?

A - Yep.

Questioner - And for the ranch deal?

A - Yup.

Audience - Same exact thing, they're waiting for you to come and collect the check.

Winston - That's it.

Questioner - So, on the deal like that, would you go through the deal with the notary, the same way?

A - Yep. You do the Bill of Exchange and then you can take it into another court for judicial review. For instance, if it came in through a state court, take it into the federal district under diversity or something.

Q - Well that's something I'm going to have to learn a little more. I've been into the federal courts, too, and I didn't have any better luck than I did in the state.

A - Well, now listen: we're right now talking to some stockbrokers and to some big stock houses. You know, stock market places. And it's starting to look like these… even though our Bills of Exchange and so forth have not gone for judicial review, it appears that these people, these stock brokerages, can take those Bills of Exchanges and other kinds of liens and so forth, and post them as an asset into your account and they simply administer your account and they can monetize those things as if they have value.

So, we're looking at it from about 3 different ways, now. I'm not sure how it's all going to work out. But eventually, we'll find some way to make this public policy work. Because they're stuck under public policy and they can't get away from it.

Q - Beautiful, isn't it?   It's like Wade said, that New Deal is the greatest thing that ever happened.

Winston - Well, it was!

Questioner - Reorganization! Just figure out how to use it.

Winston - That's what we've been trying to do for the last 70 years, is figure out how to use it and we're starting to get a pretty good handle on how to do that.

Q - The main thing is, no matter what you do, you take it to the notary, the notary is the holder-in-due-course, then, of the original and sends the copies to them?

Winston - You talking about on the Bill of Exchange?

Q - You don't ever send an original back to anybody.

A - Well, you send their original back. If they send you an original signature thing, and you accept it for value? You send that back to them. Now, on your documents that you create, that's right.

Q - But their own, you send that back?

Winston - That's right.

Q - And keep copies of everything?

A - Ummhmmm.

Q - But, you have the notary send that back?

A - Now, you're talking about the acceptance. Yeah, I have the notary send it back. So the notary knows when it got there, and when the 10 days have elapsed and then they give me a Non-Response on it.

Q - OK. This would also apply to state property tax, would it not?

A - Yeah.

Q - It's a presentment.

A - That's right. Now, you have to understand that generally all states have a separate commission that collects taxes, so they're a separate corporation. Like, here it's the Utah State Tax Commission. California, it's the franchise tax board.

Q - But they still send you a statement?

A - It's a presentment; they're trying to create funds. They're trying to create funds on your account and your account number

Q - So, do you pay property taxes?

A - Of course not!

Q - How do you deal with it?

A - Well, all the properties that I'm involved in, is tied up in corporations. So, the corporation does all that.

Q - So, does the corporation pay property taxes?

A - No. They send a check. They don't pay anything. I'm playing with you because that's not the proper word to say. You can't pay anything. Yeah, we use the corporation and just go through the normal function of things.

A - OK.

Q - But, you believe it would work to accept their presentment and go back for their check?

A - That's your only remedy. That's the only remedy provided in the bankruptcy.

Q - Let them dishonor and you still have triple damage there, don't you?

A - Sure.

Q - Whoa. That would stop the tax statements real quick, wouldn't it?

A - Well, you just have to push it through the courts. Now, you're going to get into the situation there in Montana, where you're going to have to take it for judicial review into a Federal District Court.   Because why in the world would a state court rule against itself? You have to take it someplace else, so when you get your process together and you want to put an amended complaint in for judicial review, then take it to the Federal District Court, which is a court of equity. You go into it under a diversity of citizenship or some of those things like what Roger talks about.

Q - But even in a state court, if the only question is, "did you or did you not respond?" they're not going to rule against themselves because that's the only question that can be answered.

A - Umm hmm. But you have to be able to deal with those things. And when you get into court, you have to be able to talk the talk and do the stuff, you know? Or, they'll run right over the top of you, because they can.

Q - That's going to be interesting. They've been sticking a personal property tax on my tractors and stuff for years! It hasn't been paid since 1991 and now they're filing liens (notice of liens) in the recorder's office against all my equipment. Even though, they run me off the ranch and now they're trying to steal the equipment, too, see? And see, I haven't got a tax statement this year. But when I do, I'm going to do just that.

Winston - Accept it for value and return it. Get that process started. I'll tell you, acceptance for value is your only remedy.

Q - They've run it up to $20,000 now on this old junk equipment of mine.
Yeah, I'm proud of 'em.

Q - You're familiar with a guy that lives out between Seattle and Tacoma? He recently got a $45,000 pickup. Are you familiar with the process he used to do that?

A - You'll have to have a name; I don't know who you're talking about.

Questioner - Joseph.

A - Are you talking about Reverend Joe?

Q - Yeah, Reverend Joe.

A - No, I don't know what he's doing. I mean, I know who you're talking about, he was at the meeting the other day. But I don't know what he did.

Q - OK. Also, we've got a piece of property here and it's been repo'd by the bank - Indymac Bank, worth a million dollars. If we get the particulars, the information on that property, could we get together with you and have you help us through the process? We want to acquire that home.

A - What you have to do is go to the bank and tell them, "I'm interested in the property. Will you give me a firm offer so I can take it to my money people."

Questioner - OK. I think I can do that.

Winston - Once you get that firm offer, then you accept it and return it back to them and start that process. If that's how we want to do it.

Q - That's how we want to do it.

Winston - Alright, give it a shot that way, then.

Q - OK, now I do want to stay in touch; can I get that phone number from you, in case I get desperate and want to call you, or a friend that you're working with down there.

A - Well, you can, but the best way to catch me is online because I always look at my email coming in and out. But I'll give it to you: it's 435-652-9015. But if you call it and I'm not here, and the other folks answer the phone, don't call them back because it creates an inconvenience. Then someone picks up the phone and gets my messages.

Q - I might have to buy you a cell phone just so we can get ahold of you when we need to.

Winston - It's not worth the time. Catch me on the email, 'cause if I'm in town, I'll be looking at my email coming and going. If I'm out of town or gone someplace for two or three days, I check it when I come back. But, it ain't that desperate of a situation, this stuff is all simple.

Q - Sure. Do you know of anybody who has actually used this process you've described to go out there and actually acquire a home?

A - No. I can't think of anybody. Like, I said, we have several of these in process right now. In a couple of months, we'll have success stories to pass around to show what's needed. But, I know the process is correct. And I know that we have failed in the past because we have not demonstrated administrative due process to the other party. See, this is something - if you look at those processes that Roger is talking about where he is trying to balance both sides of the account and people are going to jail because they're only using one side of the account. The acceptance for value is administrative. See? Just because you accept something and send it back to them, that don't close the book on the thing. Now, they can close the book if they'll go ahead and give you the check in the matter and you can close escrow on it administratively. But <u>when you accept for value and there is a dishonor, see, that's only one side of the equation</u>. So, you have to go into the court for judicial review. And when you do that, you'll balance it up. Prior to this, guys would go into court, and accept everything for value, and they'd still throw them in jail. Well, the problem was, they didn't balance it up. They didn't bring their administrative process. Even though it's an open court, it's still administrative. When they accept for value and return it to them for value, the only thing they've done is exhaust their administrative remedy. But they have not brought it for judicial review. The court can't see it, see what I mean?

Questioner - until you've filed the amended complaint.

Winston - Yeah. So somehow you have to have that information in front of the judge (who is the officer in the bank) who will take all the negotiable instruments and deal with them in public policy. Otherwise, you're in breech of contract and you're in danger of going to jail for debtor's prison. So, that's been one of the biggest bugaboos that we've had is that hey, man, we know the administrative end of it, but see when you don't give the other party judicial review, you are denying them administrative due process. Now, you are in dishonor when you do that!

Q - In other words, when you go with the amended complaint, you go into the court and you pay to file the case into there, but you file it as an amended.

A - Yeah, it goes in amended.

Q - That's what I mean. It's a new case in that court, but its still an amended from the original administrative process.

A - Of course, because you already have judgement on it.

Q - Right.

A - That's where we was messing up and that's where that federal judge lined us out on that.

Q - That's good. That's good to know.

A - Yep. That was a key right there that is worth several months in jail.

Q - Oh boy! Hey, I've been inside them crowbar hotels lots of times. Hell, I was getting' so they kept my name on the one door for me.

A - They wanted to know where you was at, huh?

Q - Well, that's interesting. Winston, I have a guy up here who's never filed any UCCs or done anything. But the IRS is taking his wife's paycheck. Is there anything you can do to help a guy like that if I give him your email and tell him to get a hold of you?

A - Yeah. But, you can help him, I'll tell you how to do it. Here's what happens. Every time I get on a seminar or something like that, all of a sudden, I've got 50 new clients. And I really can't deal with any new ones. But I'll tell you how to do it and you can go fix it, huh? How about that? Now, you're going to have to get that UCC filed to do anything that I do, because all we're doing is acceptance. And so I would suggest that you get with him and try to explain as much as you can about acceptance for value and the birth certificate and all that, because that has to go in. That UCC has to get filed or I can't really do much.

Q - And then, what do you do when the UCC is filed?

A - Oh, you take the presentments from the IRS and you accept it for value. You go that route.

Q - So, you directly deal with the IRS?

A - Of course. Now, you know the IRS works for John Snow. So, I never send anything directly to the IRS. I get all the administrative stuff all put together and send it off to John Snow and let him deal with his employees.

Q - And have you successfully helped someone with a garnishment issue like that and resolved it in that manner?

A - Yeah. Somebody's got levied against now?

Questioner - Right.

A - Yeah, you'll want to get that into the court and get that stopped.

Q - So they can't be doing garnishment without having a levy, is that correct?

A - What?

Q - You said they're levied against - so…

A - Yeah. A levy is a permanent taking.

Q - So, that allows them, then, to do the garnishment? The levy? They can't be garnishing without having the levy. Is that correct?

A - Yeah. What's happening is the IRS is doing an administrative process and going ahead and levying on that and so to get it stopped, you'll have to reverse it on 'em and take it in for a judge. In the case of a garnishment the fastest way to get that dealt with is to accept it for value and do all that stuff that I'll show you how to do and then take it into a bankruptcy, like a chapter 13 (reorganization). That way the IRS is estopped in their garnishment until they come into the bankruptcy court and prove up on the claim. When they can't prove their claim, the judge will discharge it and it will go away. I think you can go back, you probably will have to sue, but I think you can go back and get whatever has been taken.

Q - And, you'll show Floyd how to do that? How do we find that out specifically.

A - EMAIL ME.

Q - OK. It would probably be a good idea to scan in the documents and communication from the IRS…

A - No. I don't want to see all that. I've seen it plenty of times before. I mean, I know what it looks like - just a different name, a different date.

Q - But you have something that you can send Floyd that you already have put together that will step him through that?

A - Well, yeah, if you'll email me and tell me the situation, and "how do I fix that?" If I have something, I'll send it. I do have it, yeah.

Q - Because I have a friend that is in a similar situation. She's tried, she's told the employer, wait I have a contract with you and they're interfering with our contract and have you asked them what right they have to interfere? And of course, the employer just won't do anything.

A - Yeah, but you see everybody is afraid of the IRS. So you have to get into the court and get a judge to say something to get them to stop it.

Q - So, now we need to take it to the next step, because she needs to deal with the IRS directly, so I'll be interested in the same information.

A - She needs to do is to get her administrative ducks in a row so she has clean hands and then take it on into court for judicial review and get the judge to get it stopped. If you want to start right now, go immediately and put her into a chapter 13 and get them to stop that garnishment. And then in the meantime, you can do the UCC stuff and get all this paperwork stuff done. But if you want to get it stopped right now, she should get into a chapter 13 and get it stopped, and then you can pick up the pieces between now and then. Once you file that chapter 13 in, it's gonna take awhile to get it through the mill before you have to prove anything.

Q - What's the best way for her to learn how to do the chapter 13? She's got the papers.

A - It's on the internet. You can get all the paperwork. All it is, is a matter of filling out all the forms - I mean, there's about 30 forms or something like that. Unless you've got a real complicated commercial lien filed on it.

Q - No, this is a simple thing, I think.

A - It shouldn't be too hard.

Q - So is there a specific site on the internet?

A - Yeah, go to the United States Bankruptcy court and they'll have all the rules and all the forms and everything for your district right there. You can either fill it out online or print it out on your computer and you'll have it right there. That's what most of them have, you can go in and fill it out on their website. Or, you can fill out blank forms. Or, she can go down to the office supply place and get all kinds of forms.

Questioner - Yeah, she's got the forms.

A - Well, you just have to work through them page by page. Only she would know what the information is.

Questioner - Right. Well, she can fill them out. She just didn't know the procedure for how to file them, for what to do.

A - Oh, yeah. Once you get them all filled out, just go down to the bankruptcy court and there should be something near you, anyway, just file them in. I think it costs like $180 to file it in. Go ahead and file it in and get the process started. And then, once the thing has been filed in, immediately send notice to the IRS and to her employer for a stay on the garnishment. Because once you file bankruptcy, that's an automatic stay.

Questioner - So, she has to send that notice; she has to take that step with the IRS?

A - Yeah. Once you file it into the court, then you can ask the clerk of the court, do I need to send notice or do you? I don't know the rules for every little jurisdiction and everything. Just ask them. Say, look I'm getting garnished over here and I want it to stop. If you have a fax for your employer, they'll probably just fax it on over there to them.

Anyway, notice all the parties.

Q - Winston, have you ever run into the deal like, my wife went out and worked here year before last, and of course we don't file income tax (haven't for years), and now I just got a letter in the mail here two days ago, and they want her to fill out her income tax form and wanted to know why she didn't or wanted to know if she is exempt or something. Well, I filed an exemption deal with her employer (you know, had it made out for her) and then they threatened to fire her if she didn't file a W-4 (she was done that day if she didn't have it filled out by quitting time). So, she filled it out with reservation of all rights and she is not a citizen blah blah blah and now they still took the tax out. And now the income tax outfit is writing to her; the Internal Revenue wants her to fill out the 1040 form.

A - Write back to them and tell them it's too complicated, you fill it out and send it to me!

Q - What I was going to do was just write them a letter and tell them she's not a US Citizen…

A - Nah, don't start out that way.

Q - …I've never lived in Washington DC…

A - I know, but they don't care about all that. That's way too complicated. Just write to them and tell them to go ahead and fill it out and send it back to me. And they will. And as quick as they do, they're trying to make you an offer. How much money are they trying to give you?

Q - They owe her money, I'm sure.

A - Well, whoever makes the offer, is the debtor. Just say, it's way to complicated, I can't do this. Go ahead and fill it out and send it to me and I'll see that you get whatever it is that you need. And when they fill it out and send it to you, it will be all on strawman's format. Go ahead and put your strawman's name on there and send it back to them. Better yet, just accept the thing; I mean, put the strawman's name on there, accept it for value, and send it back to them and tell them you want the check. Start that process!

Q - OK. Well, I've been through all this other stuff. I know other people who have told them, "I've never been a resident of Washington DC" and they say we don't want to hear from you anymore.

A - Well, that might work OK.

Q - I was just curious, and then send them an exemption that was put into the employer, because I've got that down pretty good.

A - Well, you can just toy around with all this stuff. Like I said, you can have as much fun with it as you want to.

Q - Well, this is all I've done steady for six years. Ever since they threw me off the ranch in 1997, this is all I've done. Day in and day out, sit here at the computer. Oh, I might go out and mow the lawn or work in my garden a little, but basically this is what I do every day.

A - Well, don't make it too complicated.

Q - Well, that's what I said. You make it sound so doggoned easy. I just stored two pickup loads of law books.

A - Aside from all that, they make real good firewood but that's about all they're good for.

Q - I've got the leather-bound American Digest clear back to 1658!

A - Jeez Louise! Well, sell the damn stuff and you'd probably get enough money out of that to buy a new farm!

Q - I've got a complete 12-volume set on Real Property, even, written in the 1800's. I've got some tremendous old books.

A - Let me ask you a question… After all the volumes of books that have been written on all that, who gives a damn?

Q - That's just what I'm finding out. Don't make a rat's rear, does it?

A - Nope.

Q - The thing is, there's no money; you can't pay for anything, so you have to use an exemption. That's all it boils down to, isn't it?

A - That's it!

Q - It's SO HARD to get this through our heads.

A - Well, you know, you do, you have to start thinking backwards. It don't make no sense otherwise.

Q - It don't make any sense any way you look at it.

A - Does everybody have my email address?

Q - We do. We'll get back to you. I think you've probably generated some more customers.

A - I don't have any customers. I don't have any clients.

Q - Well, you have some more friends.

A - I've got friends; there you go!

Transcription by Jan Blum