

The Woes of the Misunderstanding, Misuse, and Abuse of Notaries Public

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Note: This is a work in progress

The problems that many people are facing in the patriot movement stem a great deal from the simple misunderstanding of words in terms relating to banking, law, and even politics. This is a quick first draft of an in-depth expose which I shall publish soon in hopes that once and for all, Notaries are not willfully or unknowingly putting their necks out on the line in an attempt to qualify an administrative legal procedure.

A great deal of this misuse of Notaries started from the educational efforts of Jack Smith of Right Way Law and Victoria Joy of Angel with the Inkwell Ministries. Although some of what Jack, Victoria as well as many other Patriots speak about in relation to the Notary Protest concept/method I do understand from a very esoteric level however, the ultimate demise of both the Notaries and the people who use this Protest Concept are based on this simple fact:

The misunderstanding of the word "acceptance" in the world of banking, negotiable instruments law, law merchant and the UCC.

A Notary's principle duty is to protest the "acceptance" of foreign and inland bills of exchange, drafts, notes and other instruments when presented for payment.

Here is a rudimentary definition of acceptance as it applies to banking or negotiable instruments:

Acceptance means Honor which means Pay nothing more, nothing less.

Patriots are utterly mistaken when they think that they can tender an instrument for payment and if a creditor fails to credit the debtors account that action is subject to protest. The misunderstanding again spawns from the English language and the use of acceptance. Here is an example sentence that is the basis for the Notarial Protest concept.

I tendered my instrument for discharge and the creditor refused to "accept" my instrument.

The above sentence is just plain English and not legalese or banker-speak which would be utilizing the definition of acceptance which would apply to Notaries such as in UCC § 3-501 3-505.

The way instruments work in commerce are like this:

If I purchase a truck load of merchandise from a manufacturer and upon delivery of the merchandise I tender a draft or bill of exchange "instrument" to the shipper. The shipper will then take the instrument to the manufacturer and later their accounts receivable department will present my instrument for collection.

Since the instrument in this case will be drawn against a bank where I maintain an account the bank is my fiduciary.

Now there are three basic scenarios as to how this instrument may be negotiated.

By deposit via mail.

By presentment in person.

EFT terminal.

For the purpose of this discussion we will only address in-person presentment. Let's say hypothetically that the accounts receivable department sends a company representative down to the bank to make presentment of the instrument tendered. The bank has two options only Honor or Dishonor. These words have esoteric meanings

however in the world of commerce there are only two meanings. Honor = Accept = Pay or Dishonor = Refuse = Defend. If the bank chooses to dishonor the instrument then the payee may hire a Notary Public for the purpose of protesting the non-acceptance (payment) of the instrument.

Protest is defined as a formal declaration made in order to furnish the parties secondarily liable with the evidence of the dishonor of the particular paper which are bills of exchange, drafts, notes etc.

The protest steps are generally:

Notice of Dishonor
Protest

A Notary may send the notice of dishonored instrument by mail or deliver it in person to the Maker of an instrument. In the event the Maker fails to Honor the instrument the Notary will proceed to memorialize the dishonor by way of formal protest.

A protest is an administrative judgment by an officer of the state. As an operation of law there is nothing further pursuant to the doctrines of Stare Decisis and Res Judicata.

From this point the holder of the instrument as well as the "protest certificate" can bring it before a court and have it acted upon in the same nature as a default judgment.

In the alternative the holder of the instrument and protest certificate could sue for statutory damages resulting from the dishonor and would have the tacit agreement and win their suit based upon the protest certificate.

There is much more to come later however the bottom line is that you cannot tender an instrument for payment and protest against the non-crediting of one's account. Bluntly, the patriots using the protest method are doing it all backwards.

The end result of this misapplication is Notaries have gone to jail for malfeasance of public office. As a for instance Oregon changed their revised statutes to specifically note about the abuse of the Notarial Protest especially when Protesting non-commercial paper. I do however agree with a great many that everything is commerce, especially when looking at the world from a Redemption perspective. The problem further is that simple administrative dueling and the documents interchanged between adverse parties are not "drafts" as some gurus purport being subject to protest in the event of dishonor.

In the alternative if one tenders a promissory note or other instrument for discharge of a debt, they almost have it right. However, that concept should be predicated only on House Joint Resolution 192, Public Law 73-10 and UCC § 3-603(b). It is possible to use instrument for an administrative process to "discharge" debt but in the end discharge is utterly unnecessary simply due to the fact that you can beat the banks based on the following:

Bookkeeping entries
Truth in Lending Discoloures
Fraud in the Factum
Fraud in the Inducement
Failure to Considerate
Failure to Take for Value
Breach of Agreement
Etc., etc., etc.

That is all for now.

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