

ANOTHER UCC FILING GONE WRONG

He then gave notice to "all banks in the State of Montana" and delivered to several banks, a "notice and demand" purporting to be a claim of common law writ, asserting a lien upon the checking accounts, savings accounts, stocks, bonds, and safe deposit boxes of the Johnsons, attaching the same "instantor" and requiring the banks to hold such items as security not to release the same until his action was settled in a court of competent jurisdiction "under the common law." On December 8, he delivered to the attorneys for the Johnsons a declaration of notice and demand informing the attorneys that he had "liened" the property, bank accounts and hand signatures of the Johnsons as a claim for the violation of his "unalienable rights" which liens he said shall remain in force for 100 years and would only be removed by him when damages had been paid or a settlement to his satisfaction reached. He claimed "your property cannot be sold, your bank accounts cannot be touched, and your hand signatures, marks and brands, trademark, may not be lawfully affixed or used by yourselves, agents, attorneys, commissioners or executors until the release of each lien by myself." JOHNSON v. MURRAY • 201 Mont. 495, 507 (Mont. 1982)