

## Using Commercial Liens for the Compulsory Bonding of Public Officials and Summary Processes

1. The Constitution of the United States of America is the original commercial contract between the US Government and its citizenry, and all states and officers are bound by oath to obey it.
2. Only Constitutional laws and processes and their execution do not have to be bonded, for they are the only commercial processes generally which arise from the consent of the governed, "we the people", the public.
3. Commercial, Civil, and Criminal processes which abridge the commercial provisions of the US Constitution and the State Constitutions are known as Summary Processes.
4. All Summary Processes have the weakness of being subject to bribery, kickbacks, fraud of process, conspiracy to defraud, and alter ego misuse, and therefore must be bonded. See the state laws on Blue Sky Marketing, Title 15 of the USC, the relationship between bonding and corporate limited liability, and the reasons for official financial disclosure statements. All unbonded Summary Processes constitute the ground for reversible error in all consequent processes. For example, a US Postal worker is not a bonded legal process server.
5. A commercial lien (90 day grace period before levying) may be used by a citizen to collect a debt or to secure a promised service/oath of a public official by seizing the property of the public official to secure privately and/or publicly the bond of the official. When an immediate specific performance is required of an official instead of the general protection of the public, the instant process is called a distress or distress infinite, which because it has no grace period before impoundment, must be pre-bonded. Commercial Liens are not Common Law Liens. Commercial Liens are Declarations of Obligation (15 USC) and as such are no part of the common law process except:
  - A. A lien may be enforced by a levy on the lien by the Sheriff after a 90-day acquiescence of the lien debtor, or
  - B. Be challenged by the lien debtor in a Jury Trial duly convened by the Sheriff within 90 days at the request of the lien debtor pursuant to the 7<sup>th</sup> Amendment of the US Constitution or an identical state provision. Said Jury Trial must be duly convened and properly conducted meaning, in part, that all affidavits must be categorically point-for-point rebutted, all issues are subject to full disclosure and discovery, and the jury may not retire to the jury room to homogenize the verdict.

### SUMMARY

1. A Jury Trial must be convened and used to release a commercial lien .
2. An official (officer of the court, policeman, etc.) must demonstrate that he/she is individually bonded in order to use a summary process, especially to remove a commercial with a summary process.
3. An official who impairs, debauches, voids or abridges an obligation of contract or the effect of a commercial lien without proper cause, becomes a lien debtor and

- his/her property becomes forfeited as the pledge to secure the lien. Pound breach (breach of impoundment)) and rescue is a felony.
4. It is against the law for a Judge to summarily remove, dismiss, dissolve or diminish a Commercial Lien. Only the Lien Claimant or a Jury can dissolve a commercial lien.
  5. The highest example of a commercial lien is a Federal Reserve Note, commonly found in commercial circulation and in some wallets, and is a commercial lien upon the labor and industry of all Americans by the International Banking System.

#### PUBLIC HAZARD BONDING OF CORPORATE AGENTS

All officials are required by federal, state, and municipal law to provide the name, address and telephone number of their public hazard and malpractice bonding company and the policy number of the bond and, if required, a copy of the policy describing the bonding coverage of their specific job performance. Failure to provide this information constitutes corporate and limited liability insurance fraud (15 USC) and is prim a facie evidence and grounds to impose a lien upon the official personally to secure their public oath and service of office.