

**Notice of Dereliction and Demand to Show Cause**

Attorney General of \_\_\_\_\_

\_\_\_\_\_ Governor of \_\_\_\_\_

\_\_\_\_\_ Lieutenant Governor of \_\_\_\_\_

Sent by Certified Mail On: \_\_\_\_\_

This Notice of Dereliction is in response to the continuing lack of enforcement of the contractual provisions of The Constitution of the United States of America by the State of \_\_\_\_\_, Inc., acting in support of the contractually guaranteed Natural and unalienable rights of Natural born Citizens of Foreign States inhabiting \_\_\_\_\_ and the civil rights of US citizens living in \_\_\_\_\_.

As only the States Incorporated are parties of the public contract known as The Constitution of the United States of America, a State must seek redress and demand enforcement of the provisions of The Constitution of the United States of America in behalf of its Inhabitants, until and unless the Inhabitants properly invoke their Rights and Immunities under subrogation. This Notice is the first step in that process.

As only the Officers of the State may at this time introduce valid action to procure enforcement of the provisions and limits of The Constitution of the United States of America, the continuing silence and lack of such action by the State of \_\_\_\_\_, Inc., and its Officers in the face of numerous, oppressive, and contractually unsupported Acts of Congress is given Notice as Dereliction of Duty, and Public Negligence of same. The presumptions of Authority inherent in the Patriot Act and the National Defense Authorization Act (2012) are repugnant on their face, and must be rebutted by the entity having fiduciary responsibility to do so---the State of \_\_\_\_\_, Inc. and its Officers---or else, the State of \_\_\_\_\_, Inc., stands successively in Dereliction of Duty, in Willful Failure to Perform, in Breach of Contract and denied granted Authority to Act.

The Duty Owing can best be understood in terms of the delegation of Authorities and distribution of rights and responsibilities under public contract. Since 1933, all agencies of government both State and Federal, have been incorporated, and since 1938 (US Supreme Court decision in Erie Railroad v. Thompkins) have functioned only as corporate entities under contract. The compact known as "The Constitution **for** the **u**nited States of America" was translated to the contract known as "The Constitution **of** the **U**nited States of America" and the States became Franchised Municipal Corporations.

The State of \_\_\_\_\_, Inc., exists because the Inhabitants of \_\_\_\_\_ have the inherent right to contract. The Inhabitants of \_\_\_\_\_ chose to create the legal fiction known as the "State of \_\_\_\_\_" and granted it a portion of their Authority under contract. Similarly, the State of \_\_\_\_\_, Inc., has exercised that portion of granted Authority it received from the Inhabitants of \_\_\_\_\_ to contract with other States, to create the legal fiction known as the "United States of America" dba the "US Corporation". The only Authority to Act derives from the Inhabitants, and their GRANTED Authority to Act can only be asserted by the State of \_\_\_\_\_, Inc, and the US

Corporation when these entities are performing their duties and exercising their GRANTED Authority according to the provisions and limitations of their contract.

Should the Inhabitants choose to do so, they may ordain a different recipient of their Authority, especially under conditions of breach of contract, the initial conditions of which have been met and are now under process.

The Inhabitants of Alaska are bound to the State of \_\_\_\_\_, Inc., by contract only. The details and provisions of that contract are self-evident in The Constitution of the State of \_\_\_\_\_. Similarly, the States, and by subrogation, the Inhabitants of \_\_\_\_\_, are bound to the US Corporation by contract only. The provisions of that contract are self-evident in The Constitution of the United States of America and the obligation of the State of \_\_\_\_\_, Inc., to enforce the contract provisions in behalf of the Inhabitants of \_\_\_\_\_ is self-evident as well.

Having entered into any contracts on behalf of and under the Authority of the Inhabitants of \_\_\_\_\_, the State of \_\_\_\_\_, Inc., is obligated to maintain all such contracts in good order and full force, including the provisions of The Constitution of the United States of America. The rights, freedoms, and immunities of the Inhabitants of \_\_\_\_\_ are their PROPERTY, and when they are threatened with the loss of their PROPERTY as the result of blatant contract infringements arising out of a contract that the State of \_\_\_\_\_, Inc., administers and maintains in their behalf, the State of \_\_\_\_\_, Inc., and its Officers must take prompt and appropriate action to protect the valid interests of the Inhabitants of \_\_\_\_\_, or else they are shown to be failing their fiduciary obligations and are rendered entirely and personally liable.

As long as the State of \_\_\_\_\_, Inc., presumes to possess granted Authority to Act in behalf of the Inhabitants of \_\_\_\_\_, it owes both fiduciary and other contractual obligations in respect to the exercise of such granted Authority. As the Public Proxy of the Inhabitants of \_\_\_\_\_ standing in their stead and being party to the public contract known as The Constitution of the United States of America under their Authority, the State of \_\_\_\_\_, Inc., is required to protect, defend, and assert the property interests of the Inhabitants of \_\_\_\_\_, and to enforce the provisions of all contracts that they are by subrogation a party to. That includes The Constitution of the United States of America and the next timber sale.

The idea, or as it may be, excuse, that the State of \_\_\_\_\_, Inc., as a Franchised Municipal Corporation, has no ability to enforce a contract to which it agreed in behalf of the Inhabitants of \_\_\_\_\_ is manifestly untrue. In the same way that the Inhabitants of \_\_\_\_\_ now serve Notice and demand performance under contract, the State of \_\_\_\_\_, Inc., is fully enabled as the representative of their granted Authority to demand performance under contract from the US Corporation and its Officers. Indeed, the State of \_\_\_\_\_, Inc., must step forward and demand performance under contract from the US Corporation in behalf of the Inhabitants of \_\_\_\_\_, or it shall promptly be recognized in breach of its own contract and lacking granted Authority to Act.

At no time is the underlying and inherent Authority of the Inhabitants of \_\_\_\_\_ extinguished. The Authority of the Inhabitants of \_\_\_\_\_ is merely subrogated, and can be reasserted at any time the State of \_\_\_\_\_, Inc., fails to fulfill its fiduciary obligations or to properly exercise its granted Authority to Act in behalf of the property interests of the Inhabitants or in any other way falls into breach of contract.

All such Authorities granted are granted under contract, thus any claim of possessing lawfully granted Authority to Act can only be asserted when the State of \_\_\_\_\_, Inc., or the US Corporation, respectively, are fulfilling the provisions of their public contracts. These Acts undertaken by Congress, the Officers of the US Corporation, that presume Authorities never granted to them under contract and which infringe upon the contractually guaranteed rights of the Inhabitants of \_\_\_\_\_, cannot be justified or ignored by the State of \_\_\_\_\_, Inc., and its Officers, if they wish to maintain their own contractual agreements with the Inhabitants of \_\_\_\_\_ and avoid both institutional and personal liability.

We have arrived at a time in our history when the US Corporation and its Officers are riding roughshod over the rights and immunities---the PROPERTY---- of the Inhabitants of \_\_\_\_\_, by passing increasingly repugnant Acts infringing upon the rights and immunities of \_\_\_\_\_ and by persistently and in obvious error presuming to possess Authority that was never granted to them under any contract, and in fact, they continue unimpeded by the State of \_\_\_\_\_, Inc., to claim Authorities that were specifically DENIED to them under contract, and yet their presumptions stand without rebuttal from the State of \_\_\_\_\_, Inc. and its Officers. This continuing lapse can only be interpreted as Dereliction of Duty, and absent correction, as Willful Failure to Perform, on the part of the Officers of the State of \_\_\_\_\_, Inc., and the US Corporation, respectively.

The Constitution of the United States of America literally and explicitly guarantees Due Process of Law in no less than four Amendments (4<sup>th</sup>, 5<sup>th</sup>, 6<sup>th</sup>, and 8<sup>th</sup>) and so specifically and repeatedly **denies** authority to the members of Congress to infringe upon that right, and yet, they contrive to undermine the long-established and self-evident requirements of their contract, and conspire against Due Process by presuming to pass such Acts as the Patriot Act and the NDAA (2012).

The State of \_\_\_\_\_, Inc., and its Officers cannot hope that the Inhabitants of \_\_\_\_\_ will hold the State of \_\_\_\_\_'s contract and fiduciary responsibility fulfilled under such conditions, as this Notice of Dereliction clearly shows.

The State of \_\_\_\_\_, Inc., **must** protect its own claim to having lawful granted Authority to Act, by responsibly enforcing the provisions of the contract it signed and subscribed to in behalf of the Inhabitants of \_\_\_\_\_, that is, The Constitution of the United States of America.

A contract that is not enforced grows stale and meaningless and is subject to all manner of abuse, and that is precisely what has happened to The Constitution of the United States of America. Those who are legally and morally obligated to enforce it have been playing patty cake politics instead, pandering to the

Officers of the US Corporation hoping for money and favors, while ignoring their own vital Authority and the fiduciary responsibility that comes with the ability to contract in behalf of the Inhabitants of \_\_\_\_\_. This document serves Notice on the State of \_\_\_\_\_, Inc., and its Officers, that they are Derelict in their Duty to enforce the provisions of the federal contract they entered into in behalf of the Inhabitants of \_\_\_\_\_, and if this deficiency is not promptly cured, they will prove to be in willful failure to perform under contract and will be subsequently declared in breach of contract and will be held liable for all damage to the Inhabitants of \_\_\_\_\_, duly prosecuted, and denied any granted Authority to Act.

In the absence of Good Faith and Full Service to the public contract(s) known as The Constitution of the United States of America and The Constitution of the State of \_\_\_\_\_, respectively, no granted Authority to Act may be presumed or asserted by the Officers of the US Corporation, nor by the Officers of the State of \_\_\_\_\_, Inc. The Authority to Act is earned by performance under contract, and performance under contract is now demanded from the State of \_\_\_\_\_, Inc., and its Officers, and under subrogation, from the US Corporation and its Officers, by the Inhabitants of \_\_\_\_\_.

This Notice of Dereliction of Duty is provided pursuant to reassertion of all Rights, Immunities, Freedoms and Remedies that inherently belong to the Inhabitants of Alaska, currently held under subrogation. The State of \_\_\_\_\_, Inc., and its Officers are being afforded the Due Process that they would deny others by their silence. It is the explicit purpose and intention of this Notice to allow the State of \_\_\_\_\_, Inc., and its Officers the opportunity to address their Deficiency and to heal their damaged claim to possess lawful granted Authority to Act in behalf of the Inhabitants of \_\_\_\_\_. Failure to do so will be interpreted as Willful Failure to Perform and Decided Public Negligence, and will in turn if not corrected, inevitably lead to the State of \_\_\_\_\_, Inc., and its Officers being declared in Breach of Contract and denied granted Authority to Act.

This Notice of Dereliction of Duty to the Officers of the State of \_\_\_\_\_, Inc., also informs them that the Rights of the Natural born Foreign State Citizens and those of Restored de jure State Inhabitants of \_\_\_\_\_ have not been Extinguished and that they are invoked under subrogation and that they are imperiled by the unprecedented, contractually unsupported, and outrageous presumptions of Authority presented by the US Corporation and its Officers throughout the offending provisions of the Patriot Act and the National Defense Authorization Act of 2012 and through other self-evident Acts of Congress that are not in contractual compliance. This is further Notice of Dereliction of Duty such that the Civil Rights of those \_\_\_\_\_ claiming "US citizenship" and "Non-Foreign" status are likewise imperiled by these Acts of Congress, so that continued inaction on the part of the State of \_\_\_\_\_, Inc., and its Officers to rebut and rebuke these Congressional presumptions and public Acts, will result in irreparable harm to and infringements upon the Rights, Immunities, and Freedoms that are the PROPERTY of the Inhabitants of Alaska, the enjoyment of which is **contractually guaranteed**.

This Notice of Dereliction of Duty further informs the State of \_\_\_\_\_, Inc., and its Officers that their **failure to rebut** the inappropriate presumptions of non-contractual Authority by the US Corporation and

its Officers in the Patriot Act and NDAA (2012), including their assertion of Authority that was clearly and specifically **denied** to the US Corporation and its Officers under contract, is a potentially fatal performance under contract flaw for the State of \_\_\_\_\_, Inc., and its Officers, duly Noticed. If these presumptions of non-contractual Authority to Act proposed by the Officers of the US Corporation go unchallenged, they stand by presumption and build precedent antithetical to the actual written public contracts in evidence and in opposition to the clearly stated intention and will of the Inhabitants of \_\_\_\_\_ in establishing the State of \_\_\_\_\_, Inc., and in subscribing to the services of the US Corporation. The State of \_\_\_\_\_, Inc., and the US Corporation were expressly and explicitly created to protect and preserve and hold inviolate the property of the Inhabitants, including and most importantly their rights, immunities, freedoms, and remedies.

This Notice of Dereliction of Duty informs the State of \_\_\_\_\_, Inc., and its Officers that the US Corporation and its Officers have no granted Authority to Act outside of or in opposition to the plainly stated provisions of their public contract, The Constitution of the United States of America, and to the extent that the State of \_\_\_\_\_, Inc., allows and tolerates and therefore encourages the lawless and irresponsible behavior of the US Corporation and its Officers, they make themselves accomplices and co-workers liable for any and all harm that befalls the Inhabitants of \_\_\_\_\_ as a result of their Dereliction of Duty and failure to enforce the federal contract.

This Notice of Dereliction of Duty informs the State of \_\_\_\_\_, Inc., and its Officers that the Inhabitants of \_\_\_\_\_ have never knowingly, willingly, and under conditions of **full disclosure** granted Authority to any entity to dismiss, deny, restrict or in any way harm or negate their Right to Contract or their Right to Due Process, nor have they given away any other right, immunity, freedom, remedy, property, or resource under conditions of valid contract, apart from their devotion to The Constitution of the State of \_\_\_\_\_ and by subrogation, The Constitution of the United States of America. Any claim made to the contrary is fraudulent and self-serving and without merit. Any claim by the US Corporation and its Officers that they have any sidebar contractual rights that allow them to act outside the confines of The Constitution of the United States of America is false and must be readily rebutted, such that the Officers of the State of \_\_\_\_\_, Inc., are encouraged and required to pursue any such claims and bring them to the Public Record, where those errors may be corrected and those defrauded of their birthright may be restored to their rightful status and inheritance without further obfuscation, deceit, and clandestine presumption being used against the Inhabitants of \_\_\_\_\_ by the US Corporation and its Officers in the matter of their citizenship status.

This Notice of Dereliction of Duty also informs the State of \_\_\_\_\_, Inc., and its Officers that Inhabitants of \_\_\_\_\_ to whom they owe all claim of granted Authority to Act, stand in danger of suffering cruel and unusual punishment as a result of their failure to act and to provide protection against infringement, and that State of \_\_\_\_\_, Inc., and its Officers will stand liable for all damages inflicted if they do not promptly cure their deficiency and rebut the non-contractual presumptions of Authority being advanced by the Officers of the US Corporation in both the Patriot Act and the NDAA (2012). The Patriot Act presumes to deny the Inhabitants of \_\_\_\_\_ of their right to contract, by

presuming Authority to arbitrarily revoke and disrespect the Natural born or legally assumed citizenship of \_\_\_\_\_, and then to detain them indefinitely as “enemy combatants”. The NDAA 2012 presumes to impose an administrative Life Sentence on persons merely suspected of being “terrorists” and to detain them without recourse to Due Process of Law. This is being presumed despite the fact that the US Corporation and its Officers are **obligated by contract** to protect the freedoms and rights of \_\_\_\_\_ Inhabitants and **equally prohibited by contract** from seeking to deny or undermine the rights, immunities and freedoms of \_\_\_\_\_.

In conclusion:

The US Corporation and its Officers can only seek to establish such contractually repugnant Acts as the Patriot Act and NDAA (2012) by presumption, for no contractual Authority for such Acts exists, and in fact, such Authority to Act is specifically and repeatedly denied to them by the 4<sup>th</sup>, 5<sup>th</sup>, 6<sup>th</sup> and 8<sup>th</sup> Amendments to The Constitution of the United States of America. The Inhabitants of \_\_\_\_\_ object to these presumptions, invoke their rights under subrogation, and demand performance under contract. The State of \_\_\_\_\_, Inc., and its Officers are duly Noticed and must take prompt action to rebut these presumptions of non-contractual Authority inherent in The Patriot Act and NDAA (2012) and must faithfully represent and assert the property interests of the Inhabitants or \_\_\_\_\_ or they will progressively be proven (1) in Dereliction of Duty, (2) in Willful Failure to Perform, (3) in Breach of Contract and (4) will be denied granted Authority to Act. Notice is given to the State of \_\_\_\_\_, Inc., and its Officers, providing them opportunity to fulfill their fiduciary obligation to the Inhabitants of \_\_\_\_\_, and to resume the proper maintenance and enforcement of all contracts they have entered into in behalf of the Inhabitants of \_\_\_\_\_, including The Constitution of the United States of America.

This shall also serve as Demand to Show Cause and shall provide the Officers of the State of \_\_\_\_\_, Inc., Opportunity to Show Cause for their inaction, and if possible, to justify it to the satisfaction of the Inhabitants of \_\_\_\_\_. All named Officers of the State of \_\_\_\_\_ are under demand to explain the State’s continuing and abject failure to discipline the US Corporation and its Officers including: (1) explanation of exactly which “United States” \_\_\_\_\_ is presumed to be part of---either the 50 States United, or the “United States of America” composed of the District of Columbia, Guam, American Samoa, Puerto Rico, and the Marianna Islands, etc., or another specified version of “United States”, corporate or body politic, (2) explanation of the authority or lack of authority and nature of the authority held by the Governor of \_\_\_\_\_ or any other State of \_\_\_\_\_, Inc. official(s) to demand enforcement of the provisions and impose the limits guaranteed by The Constitution of the United States of America, (4) exposure of any claim by the US Corporation to the effect that the provisions and protections of The Constitution of the United States of America to not extend to cover the Inhabitants of \_\_\_\_\_---yes or no, and the basis for any such claim on the part of the US Corporation and its Officers (5) enumeration of any and all special presumptions being used by the US Corporation to subjugate the State of \_\_\_\_\_, Inc., and the Inhabitants of \_\_\_\_\_ to its dominion *other than and apart from* The Constitution of the United

States of America, and (6) any information that the Officers of the State of \_\_\_\_\_ wish to submit to the Public Record in their own defense or in claim that the State of \_\_\_\_\_ does not owe fiduciary responsibility to the Inhabitants of \_\_\_\_\_ or to in otherwise expose conditions that justify their continuing lapse and failure to enforce the provisions of The Constitution of the United States of America in behalf of the Inhabitants of \_\_\_\_\_.

The named Officers have 30 days from the date of certified mailing to take action to correct their Deficiency under contract and respond to: (Named Petitioners and their address.) Failure to respond or responding with a non-responsive answer will be interpreted as consent and proof of Dereliction of Duty by the State of \_\_\_\_\_, Inc., and its Officers.

Notice to agents is notice to principals. Notice to principals is notice to agents. The Notary service is offered for public cognizance, and does not confer jurisdiction.

This Notice has been properly served on: (list of State Officials)

**Notary Public Acknowledgment**

State of \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_ before me. \_\_\_\_\_, Notary, personally appeared (Named Petitioner) known to me (or proved to me on the basis of satisfactory evidence of identification) to be the living man or woman who executed this document in public record.

NS: \_\_\_\_\_  
**Signature of Notary Public**

NOTARY SEAL