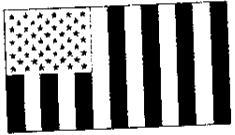




Doc#: 1217750016 Fee: \$44.00
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 06/25/2012 03:22 PM Pg: 1 of 4



STATE: ILLINOIS §
 §
COUNTY: COOK §

Declaration

Notice of Acceptance of Constitutions, Oath of Office and Public Liability Insurance (Malfeasance Bond)

Public notice for: Jesse G Reyes, successor and assigns,
d/b/a/: Judge – Circuit Court Cook County,
and Court Clerks, sundry employees, agents, and all
a/w/a: PUBLIC SERVANTS – Cook County, Illinois

Point of Law

All contracts commence with an offer and only become binding upon acceptance. See: Farnsworth on Contracts, ©2004 by E. Allan Farnsworth, Third Edition, Aspen Publishers, ISBN: 0-7355-4605-3 (Vol. 1) 3.3. Fair use transcript attached.

The peoples' contracts being the Constitution of the United States of America and the/The State of Illinois and the mandated oath of office of the above named PUBLIC SERVANTS, amounts to nothing more than an offer of an intention to act or refrain from acting in a specified way between the respective governments and the private American people and for other purposes and is binding to those who choose to be subject to it, i.e. PUBLIC SERVANTS.

Be it known by these presents that I, Sui Juris, John, a competent natural man of the genealogy of Moro, on the Land do hereby choose to honor your offer and accept the constitutions of the United States of America and the/The State of Illinois and the mandated Oath of Office of the above designated PUBLIC SERVANT, Jesse G Reyes, doing business as "Judge – Circuit Court Cook County," as found filed and recorded in the official public records of Cook County Illinois, as document number 1217450034 dated the 22nd day of June 2012, successor, assigns and Court Clerks and all PUBLIC SERVANTS relating, as your open and binding offer of promise to form a firm and binding contract between the respective governments, their political instrumentalities and all the above so recognized PUBLIC SERVANTS and Me, Myself in My private capacity. Certified copy of in document number 1217450034 attached. By My acceptance

I reasonably require that in all of your actions as a PUBLIC SERVANT, as may, in any way, pertain to Me, you will faithfully perform all of your promises (obligations and duties) and stay in honor within the limitations of your ascribed constitutions, in your competency you will not create and proceed with any ex parte proceedings, unsubstantiated, unwarranted or unstated presumptions, quasi contracts or quasi in-rem action, you will seek only the true facts and clearly tell the truth, completely and unreserved at all times (under penalties of perjury) and respect and unconditionally protect My secured rights of life, personal liberty and private property and all rights antecedent thereto and therefrom at all times. **Should this not be true then let the record be corrected or it will stand as truth. Time is of the essence.**

J

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Doc#: 1217450034 Fee: \$42.00
 Eugene "Gene" Moore
 Cook County Recorder of Deeds
 Date: 06/22/2012 02:56 PM Pg: 1 of 3

FAIR USE TRANSCRIPT

Attaching to Notice of Acceptance of Constitutions, Oath of Office and Public
 Liability Insurance (Malfeasance Bond)

Farnsworth on Contracts, ©2004 by E. Allan Farnsworth, Third Edition, Aspen
 Publishers, ISBN: 0-7355-4605-3 (Vol. 1) www.aspenpublishers.com

3.3 Offer and Acceptance. The outward appearance of the agreement process, by which the parties satisfy the requirement of bargain imposed by the doctrine of consideration, varies widely according to the circumstances. It may, for example, involve face-to-face negotiations, an exchange of letters or facsimiles, a transaction between computers, or merely the perfunctory signing of a printed form supplied by the other party. Whatever the outward appearance, it is common to analyze the process in terms of two distinct steps: first, a manifestation of assent that is called an *offer*, made by one party (the *offeror*) to another (the *offeree*); and second, a manifestation of assent in response that is called an *acceptance*, made by the offeree to the offeror. Although courts apply this analysis on a case-by-case basis, depending on the circumstances, it gives a reassuring appearance of consistency.

Meaning of offer. What is an "offer"? It can be defined as a manifestation to another of assent to enter into a contract if the other manifests assent in return by some action, often a promise but sometimes a performance. By making an offer, the offeror thus confers upon the offeree the power to create a contract. An offer is nearly always a promise and, in a sense, the action (promise or performance) on which the offeror conditions the promise is the "price" of its becoming enforceable. *Offer*, then, is the name given to a promise that is conditional on some action by the promisee if the legal effect of the promisee's taking that action is to make the promise enforceable. Empowerment of the offeree to make the offeror's promise enforceable is thus the essence of an offer.

Meaning of acceptance. What is an "acceptance"? It can be defined as the action (promise or performance) by the offeree that creates a contract (i.e., makes the offeror's promise enforceable). *Acceptance*, then, is the name given to the offeree's action if the legal effect of that action is to make the offeror's promise enforceable.

Freedom to revoke offer. Because of the requirement of mutuality of obligation, both parties are free to withdraw from negotiations until the moment when both are bound. This is the moment when the offeree accepts the offer. It therefore

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1217450034 Page: 2 of 3

follows, as we shall see later in more detail, that the offeror is free to revoke the offer at any time before acceptance.

###

Bill Payable defined: In a merchant's accounts, all bills which he has accepted, and promissory notes which he has made, are called "bills payable" and are entered in a ledger account under that name, and recorded in a book bearing the same title. See *West Virginia Pulp & Paper Co. v. Karners*, 137 Va. 714, 120 S.E. 321, 322. *Black's Law Dictionary Revised Fourth Edition* (page 211)

Bill Receivable defined: In a merchant's accounts, all notes, drafts, checks, etc., payable to him, or of which he is to receive the proceeds at a future date, are called "bills receivable," and are entered in a ledger-account under that name, and also noted in a bank bearing the same title. *State v. Robinson*, 57 Md. 501. *Miami Coal Co. v. Fox*, 203 Ind. 99, 176 N.E. 11, 16, 79 A.L.R. 333. *Black's Law Dictionary Revised Fourth Edition* (page 211)

Offer defined: A proposal; a proposal to do a thing. An attempt; endeavor. Webster. An offer of evidence. An act on the part of one person whereby he gives to another the legal power of creating the obligation called contract. In *re Larney's Estate*, 148 Misc. 871, 266 N.Y.S. 564.

An offer as an element of a contract, is a proposal to make a contract. It must be made by the person who is to make the promise, and it must be made to the person to whom the promise is made. It may be made either by words or by signs, either orally or in writing, and either personally or by a messenger; but in whatever way it is made, it is not in law an offer until it comes to the knowledge of the person to whom it is made; *Langd. Contr.* § 151; 6 H.L.Cas. 112. See *Sunburst Oil & Gas Co. v. Neville*, 19 Mont. 550, 257 P. 1016, 1019.

An "offer" must be so definite in its terms, or require such definite terms in acceptance, that the promises and performances to be rendered by each party are reasonably certain. *Wadge v. Crestwood Acres*, 128 N.J.L. 551, 27 A.2d 148, 150.

An "offer to sell" merely contemplates the proffer, proposal, presentation, or exhibition of something to another for acceptance or rejection. *Frissell v. Nichols*, 94 Fla. 403, 114 So. 431, 433. *Black's Law Dictionary Revised Fourth Edition* (page 1233)

The foregoing lawful **Notice of Acceptance of Constitutions and of Oath of Office** is made in good faith and explicitly without recourse and now constitutes a binding contract and any deviation therefrom must be and will be treated as a breach of contract and a violation of substantive due process and breach of public trust and breach of fiduciary duty. Notice to principle is notice to agents and vice versa.

Memorandum: Constitution of Illinois acting prospectively – declaring rights and procedures for the future but NOT diminishing rights extant prior to the establishment of the state. See, *Grigsby v. Reib*, 105 Tex. 597, 600, 153 S.W. 1124, 1125 (1913);

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Southern Pacific Co. v. Porter, 160 Tex. 329, 331 S.W. 2d 42, and no new powers contrary to our common law Rights/Immunities were "granted" to the state.

I, Sui Juris, John, a natural man of the genealogy of Moro do solemnly declare before Almighty God, in accordance with the laws of the United States of America that the foregoing is true, correct and complete to the best of My knowledge and belief.

By: John Moro proceeding Sui Juris

on the land – Cook County Illinois (Common Law)

THIS INSTRUMENT IS NON-NEGOTIABLE
Statutum Affirmativum Non Derogat Communi Legi: An affirmative statute does not derogate from the common law. Jenk. Cent. 24. Black's Law Dictionary Revised Fourth Edition (page 1583)

This Declaration Is Recorded According To The Principles Of Common Law And Does Not Recognize Or Grant Any Special Powers To Any Administrative Agency Or Instrumentality Of The United States. Neither filing, notice or use of notary alters status or confers jurisdiction nor does it constitute a plea.

ACKNOWLEDGMENT

AFFIRMED AND SUBSCRIBED before me on the 22 day of June, A.D. 2012.

