

FILED

JUN 24 2022

4TH DISTRICT  
STATE OF UTAH  
UTAH COUNTY



Paul-Kenneth: Cromar. <sup>TM</sup>

- Executor of the name ©“PAUL KENNETH CROMAR”, and,

Barbara-Ann: Cromar. <sup>TM</sup>

- Executrix of the name © “BARBARA ANN CROMAR”

c/o 9870 N. Meadow Drive

Cedar Hills, Utah state: uSA [84062]

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IN THE FOURTH JUDICIAL DISTRICT COURT  
UTAH COUNTY, AMERICAN FORK, STATE OF UTAH

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Paul-Kenneth: Cromar,  
and Barbara-Ann: Cromar

applicants / complainants

vs.

Judge Christine Johnson,  
Magistrate Anthony Howell,  
Judge Darold McDade,  
Defendants

**APPLICATION:**

**For a Writ of Habeus Corpus  
under URCP 65B**

**(d) Wrongful use of judicial authority  
or failure to do duty;  
(applicable to Provo cases 201402860 & 68)**

case # \_\_\_\_\_

Judge \_\_\_\_\_

**APPLICATION:**  
**For a Writ of Habeus Corpus**

Comes now, Paul-Kenneth: House of Cromar and Barbara-Ann: House of Cromar, two of *We the People*, a living man and woman, declared by a jury of our peers “**found to be living!**”, over 25 years and have attainment of majority, of sound mind, and deemed competent to manage the affairs of their estates by the same name, *sui juris*, state nationals of Utah known as Utahns, *in propia personam*, as the Sole Heirs and Executors to the Paul-Kenneth: House of Cromar and Barbara-Ann: House of Cromar estates, sometimes known as “Barbie & Ken”; herein ***apply*** to the above named court, this **APPLICATION: For a Writ of Habeus Corpus**, for good cause, as provided herein:

We’re currently living at this address, which is in the jurisdiction of this court: **4701 W. Ferguson Way / Cedar Hills, Utah state [84062]**, where we wait resolution to questions surrounding our return to our home /property at 9870 N. Meadow Drive, near Cedar Hills, in Utah state, a place from which we are blocked by court order from being within 500 feet from the moment handcuffs were applied on our bodies.

The Court closest to the address above is this, the **Utah Fourth District Court located at 75 East 80 North, Suite 201, in American Fork, in Utah state, [84003-1659]**, as required under:

URCP Rule 65B(b)(2) - Commencement. The proceeding shall be commenced by filing a petition with the clerk of the court in the district in which the petitioner is restrained or the respondent resides or in which the alleged restraint is occurring.

URCP Rule 65B(b)(3) -- Contents of the petition and attachments, are as follows:

- 1.) **“20200925.Cromar, Paul Order Bail”** as provided by prosecution
2. **“Probable cause” “Search Warrant 2154551” - STATEMENT** approved by Darold J. McDade - Dated: 24th day of September, 2020 @ 11:24 PM – over 4 hours after the arrests.

(Note: This was provided to the Deseret News but we could get a copy for several months despite numerous request on the record, in hearings, and in writing to the prosecutor.)

**3.) PUBLIC NOTICE, DECLARATIONS, MANDATES, AND LAWFUL PROTEST** (October 1, 2020 filed on docket) – This was provided as a jurisdictional statement on the record the day before the first hearing with judge Johnson.

**4.) Affidavit of Probable Cause - 9/24/2020 - 21:20**

URCP Rule 65B(b)(4) Memorandum of Authorities - This case null and void from inception because there was no lawful warrant presented at time arrest, and no bail hearing prior to posting bail and release the jail. Bail was applied with no specific hearing without all parties present, -especially us in absentia, with no counsel present or waived. Cannot have a waiver hearing and bail hearing at same time, and skip *due process of law*, therefore it is declared to be *plain error in procedural due process of law*.

If there was an arrest without a warrant (under criminal proceeding) a probable cause hearing should have been held within 72-hours as we understand it. Additionally *failures to act in his/her duties* include:

- Failed to notify us of the charges.
- Failed to notify us before the bail hearing, which the bail was applied by an unknown person, *who failed to act in his duties*, by having all parties, including counsel or waived counsel, notified and present at the hearing.
- Bail was applied *without due process of law* at a critical hearing where counsel is to be afforded or waived, with all parties present, in judicial failure.

The RELIEF Requested:

We, Paul-Kenneth: and Barbara-Ann: Cromar want to abate this case and have it dismissed, and proceed with any future claims or litigation only with *due process of law*, with properly and timely notifications.

Produce the Writ of Habeus Corpua to the defendants, and set a court date as soon as possible, to answer our allegations.

Please see 65B- 6 – 601 -UTAH CODE – HABEUS CORPUS (et seq.) regarding for penalties for action and inactions not allowed. Please note that any person who does not answer or impedes this lawful process (et sequence).

Respectfully Applied For;

*Notice to Principal is notice to Agent. Notice to Agent is notice to Principal.*

I, Paul-Kenneth: Cromar, and Barbara-Ann: Cromar, as the **sole Heirs and Executors** of the estates by the same name, do hereby reserve the right to make any amendments and corrections.

**FOR THE:**

**APPLICATION:**  
**For a Writ of Habeus Corpus**

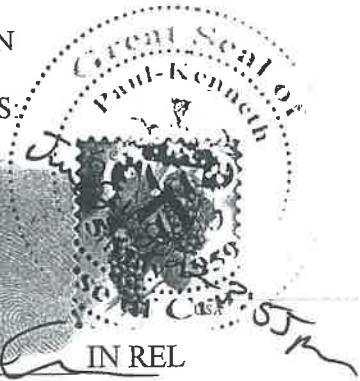
FOR THE Heirs /Executors **ARE** FOR THE AFFIRMATION  
OF THE DECLARATION OF THE  
TRUE BY THE FIRSTHAND KNOWLEDGE OF THE FACTS:

Utah County )  
 )  
Utah Republic )  
 )  
united States of America )

Asseveration

L.S. by Paul-Kenneth: Cromar IN REL

© Paul-Kenneth: House of Cromar™  
Signed only in correct public capacity as  
Sole Heir and Executor to the Paul-Kenneth: Cromar Estate.  
c/o 9870 N. Meadow Drive [or to: P.O. Box 942]  
Cedar Hills, Utah [84062]



Asseveration

L.S. Barbara-Ann: Cromar IN REL

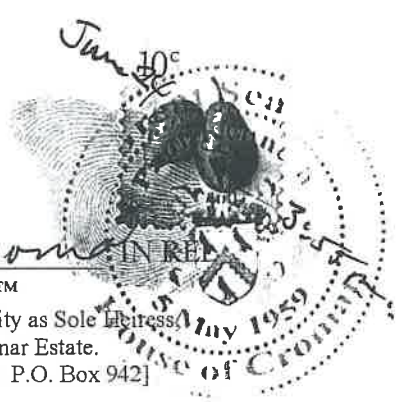
© Barbara-Ann: House of Cromar™

Signed only in correct public capacity as Sole Heiress,

Executrix to the Barbara-Ann: Cromar Estate.

c/o 9870 N. Meadow Drive [or to: P.O. Box 942]

Cedar Hills, Utah [84062]



Which are commonly known addresses for LAND PATENT #392 part and parcel thereof;

We *Stand* on our Metes and Bounds, having never abandoned them, which are as follows:

Beginning at the Northeast corner of Lot 3, Plat "C", Amended North Meadow Estates Subdivision, said point being S89°28'48"W 1129.68 feet along the Quarter Section line, and S0°00'00"W 773.49 feet from the East 1/4 corner of Section 6, Township 5 South, Range 2 East of the Salt Lake Base and Meridian, and running thence along said Lot 3 boundary line the following five (5) course: (1) S0°18'49"W 96.09 feet; (2) S89°59'43"W 149.21 feet; (3) along a curve to the right 23.50 feet through a central angle of 89°46'16" having a radius of 15.00 feet and a chord that bears N45°07'09"W 21.17 feet; (4) N0°14'01"W 80.49 feet; (5) N89°45'59"E 165.06 feet to the point of beginning, containing 0.361 acres.

[for LOT "C", AMENDED NORTH MEADOW ESTATES  
SUBDIVISION within the SE ¼ of SEC. 6, T.5 S., R.2 E. SLBM – 0.361 acres]



**IN THE PROVO DISTRICT COURT  
FOR UTAH COUNTY, STATE OF UTAH**

**STATE OF UTAH****v.****Paul Kenneth Cromar****Order to Hold With Bail****Probable Cause ID : 276900****Submission ID : 1155631****Judge : ANTHONY HOWELL**

Based on the affirmation of Robert Weidlein, the arresting officer, the undersigned magistrate finds that probable cause existed for the arrest without a warrant of Paul Kenneth Cromar. Paul Kenneth Cromar may post bail in the amount of \$15,020.00

76-6-202(2)

BURGLARY OF A DWELLING

76-6-404.5(3)(A)

WRONGFUL APPROPRIATION - F3

If Paul Kenneth Cromar posts bail as stated above, Paul Kenneth Cromar is hereby ordered to be released subject to the following conditions:

- Defendant is ordered not to possess firearms or other weapons while this case is pending.
- Defendant is ordered to stay at least 1000 ft away from the residence at 9870 N Meadow Dr, Cedar Hills, UT. Defendant is ordered to have no contact with the alleged victims, either directly or indirectly. Defendant is ordered not to arrange or coordinate with others in an effort to disrupt the current owners' lawful enjoyment of their property.
- These orders will remain in effect until further order of the trial court. Any violation of the foregoing orders will constitute a material violation of release conditions and may result in an immediate revocation of bail.

In those jurisdictions where pretrial release and supervision authority has been granted by written agreement, defendants may be released to pretrial services without posting bail, consistent with the terms of that agreement.



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IN THE FOURTH DISTRICT COURT - ALL DEPARTMENT  
IN AND FOR UTAH COUNTY, STATE OF UTAH

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**SEARCH WARRANT**

No. 2154551

COUNTY OF UTAH, STATE OF UTAH

To any peace officer in the State of Utah:

Proof by Affidavit made upon oath or written affirmation subscribed under criminal penalty of the State of Utah having been made to me by Detective P. NATHAN CRAWFORD of Utah County Major Crimes, this day, I am satisfied that there is probable cause to believe

THAT

On the premises known as 9807 N Meadow Dr in Cedar Hills, Utah, further described as a single family dwelling which sits on the Northeast corner of Meadow Drive and 9860 North, it has an attached two car garage on the North side of the residence, darker shingles and appears to be 3-4 stories tall with large front windows. The main door to the residence faces West and is light in color;

In the City of Cedar Hills, County of Utah, State of Utah, there is now certain property or evidence described as:

burglary tools, other items used in conjunction with the crimes of burglary and wrongful appropriation, weapons, ammunition, homemade explosives ingredients and items to use/make homemade explosives

and that said property or evidence:

Was unlawfully acquired or is unlawfully possessed;

has been used or is possessed for the purpose of being used to commit or conceal the commission of an offense; or

is evidence of illegal conduct.

Affiant believes the property and evidence described above is evidence of the crime or crimes of UCA 76-10-306 Possession of Explosive Devices and Parts, UCA 76-6-202 Burglary of a Dwelling and UCA 76-6-404.2 Wrongful Appropriation, and weapons offences.

YOU ARE THEREFORE COMMANDED:

At any time of the day or night, good cause having been shown,

to make a search of the above-named or described person, vehicle, item, and/or premises for the herein-above described property or evidence and if you find the same or any part thereof, retain such property in your custody subject to the direction of a prosecutor or an order of this Court.

Dated: 24th day of September, 2020 @ 11:24 PM /s/





**COPY**

**DEED OF SECONDARY CONVEYANCE OF INCORPOREAL HEREDITAMENTS  
AN AUTHENTICATED FOREIGN DOCUMENT - HAGUE CONVENTION, 5 OCTOBER 1961**

**PUBLIC NOTICE, DECLARATIONS,  
MANDATES, AND  
LAWFUL PROTEST**

FILED

OCT 01 2020

CLERK OF DISTRICT  
STATE OF UTAH  
UTAH COUNTY

**THE LAW DOES NOT PERMIT IMPOSSIBILITIES**

Utah County )

Asseveration

Utah Republic )  
United States of America )

L.S. by Paul-Kenneth Cromar

Signed only in correct public capacity  
As beneficiary to the Original Jurisdiction.

NOTICE. The term "Original Jurisdiction" herein and in all other documents issued by **Paul-Kenneth: and Barbara-Ann: Cromar**, means the constitution for the United States of America, anno Domini 1787, and articles of amendment anno Domini 1791 and other original parent agreements as indexed in Paragraph Number 12 below.

Let Right Be Done, Though The Heavens Should Fall

I, **Paul-Kenneth: Cromar: a/k/a Paul-Kenneth: and Barbara-Ann: Cromar: , a/k/a Barbara-Ann:**, both of the family :Cromar, in public capacity as beneficiary to the Original Jurisdiction, being of majority in age, competent to testify, a self-realized entity, a free, living and breathing Man upon the free soil, an American citizen of the American Republic, My yeas being yeas, My nays being nays, do hereby state that the truths and facts herein are of first hand personal research, true, correct, complete, certain, and not misleading, so help me GOD.

**PUBLIC NOTICE**

**THIS DOCUMENT GIVES NOTICE TO all Public Officials by and through the Office of the Secretary of State, the United States of America a/k/a UNITED STATES a/k/a U. S. a/k/a UNITED STATES OF AMERICA, and the Office of the Secretary of State, the State of Utah a/k/a Utah a/k/a STATE OF UTAH a/k/a UT a/k/a "this State" and to all whom it may concern, of the DECLARATIONS, LAWFUL PROTESTS and other matters contained herein.**

**NOTICE OF FOREIGN JURISDICTION  
TO: ALL U.S. AND STATE AGENTS & OFFICERS**

When this notice is affixed to a premises, all property therein and attached thereto is under the custody and control of the above-noted foreign official and not subject to intrusion or seizure. The bearer of this Notice has been duly notified to the Department of State pursuant to international law and enjoys immunity from criminal and civil jurisdiction, arrest and detention. Under international convention, the bearer should be treated with respect and all steps should be taken to prevent attack on the bearer's freedom, mobility, interests and property.

Law enforcement inquiries may be made to the U.S. Department of State Authentications Office, (202) 647-4000.  
Legalization inquiries may be made to the U.S. Delegation for the Hague Convention. (202) 776-8342

# DECLARATIONS

## APPELLATION, STATUS, AND FACTS

1. **KNOW ALL MEN BY THESE PRESENTS, Paul-Kenneth: Cromar, a/k/a Paul-Kenneth of the family: and Barbara-Ann: Cromar do hereby state, assert and aver all of the following:**

2. **Paul-Kenneth: and Barbara-Ann: Cromar, are a living, breathing free Man and Woman upon the free soil, an American citizen of the American Republic, also known as a declared Utah state national, beneficiary to the Original Jurisdiction.**

3. **Paul-Kenneth: and Barbara-Ann: Cromar, are not a United States Citizen, subject, vessel or "person" as defined in Title 26 United States Code, Section 7701 or elsewhere, or any other *ens legis* artificial person, individual, entity, fiction of law, procedural phantom or juristic personality, notwithstanding the reproduction of any such fictions in any media, computer, record or instrument, written or electronic.**

4. **Paul-Kenneth: and Barbara-Ann: Cromar, are foreign to the United States and retains official authority within his chosen jurisdiction. As beneficiary to the Original Jurisdiction, he is not subject to nor does He volunteer to submit to or contract with any *ens legis* artificial or corporate jurisdiction to which a United States person may be subject.**

5. **Paul-Kenneth: and Barbara-Ann: Cromar, reserves all Rights, Remedies and Defenses granted to them by God and memorialized by Paul-Kenneth: and Barbara-Ann: Cromar's correct public capacity as beneficiary to the Original Jurisdiction.**

6. **Paul-Kenneth: and Barbara-Ann: Cromar, waive no Rights, Remedies or Defenses nor yields imprescriptible Rights including, without limitation, the Right to movement and travel without restriction, permission or license in any conveyance of His choosing on any public roadway in America, and the right to bear arms for the protection of His family, friends and neighbors without restriction, unless such waiver is specifically done so lawfully in writing.**

7. **Paul-Kenneth: and Barbara-Ann: Cromar, did not, does not, nor does they ever intend to volunteer, consent or contract to being identified as, of, or connected by any nexus to, any institutional, bifurcated, public *cestui que* trust or other fictional construction of law or *ens legis* entity of a political state or subdivision thereof, in any capacity including, without limitation, as trustee, co-trustee, surety, co-surety, officer co-officer, fiduciary or co-fiduciary.**

8. **Paul-Kenneth: and Barbara-Ann: Cromar, reserves the nature and character of their exact and proper designation as:**

**Paul-Kenneth: Cromar AND Barbara-Ann: Cromar**

or in the alternative,

**Paul-Kenneth: AND Barbara-Ann: of the family, :Cromar.**

...which shall be spelled written, formatted, printed, engraved and inscribed now and in perpetuity in all media exactly and precisely as just above-written with a first and second given name separated from, and joined to, a family name by a mark of punctuation or the words "of the family"; with the first letter of each given and family name being capitalized and all other letters being written in lower case fully in accord with the Rules of English Grammar.

9. **Trade Mark notice.** The name **Paul-Kenneth: and Barbara-Ann: Cromar** by common law is Trade Marked <sup>TM</sup> and all trade names and derivatives thereof, whether or not registered, are Trade Marked <sup>TM</sup> by and property of **Paul-Kenneth: and Barbara-Ann: Cromar**, to whom all rights are reserved. The use thereof without the express written permission of **Paul-Kenneth: and Barbara-Ann: Cromar**, creates a voluntary and informed consensual contract obligating the unauthorized user to the payment of a Trade Mark infringement fee as follows:

A Trade Mark infringement fee in the sum certain of two-hundred fifty-thousand dollars (\$250,000.00) lawful specie, gold, or silver, American mint, or certified bullion, Lawful coin money at current spot market price pursuant to the Constitution for the united States of America, 1787 anno Domini, amended anno Domini 1791, Article 1, Section 10, Clause 1, shall apply to each unauthorized use of the designation **Paul-Kenneth: and Barbara-Ann: Cromar**, and to each attempt or event of conversion, alteration, distortion and/or misnomer whether by improper spelling, abbreviation, capitalization, initializing, reversal of parts, or conversion to a fiction of law or other juristic personality or artificial being.

10. Clause 1, shall apply to each unauthorized use of the designation **Paul-Kenneth: and Barbara-Ann: Cromar**, and to each attempt or event of conversion, alteration, distortion and/or misnomer whether by improper spelling, abbreviation, capitalization, initializing, reversal of parts, or conversion to a fiction of law or other juristic personality or artificial being.

11. The legal doctrine of *idem sonans* is inapposite to **Paul-Kenneth: and Barbara-Ann: Cromar**, whether oral or written; all such improper usages and misnomers comprising infringement on the above-noticed copyright.

12. **Paul-Kenneth: and Barbara-Ann: Cromar**, does hereby accept the Original Jurisdiction, to wit:

- A. Constitution for the united States of America, anno Domini 1787, Articles of Amendment anno Domini 1791;
- B. National Bill of Rights, anno Domini 1776;
- C. The Northwest Ordinance, anno Domini 1787
- D. Constitution of Utah, anno Domini 1896;
- E. Bill of Rights for Utah, anno Domini 1896;

13. **Paul-Kenneth: and Barbara-Ann: Cromar**, does hereby further state, assert and aver the following facts:

- a. It is well established the Hague Regulations and Geneva Convention IV specifically protect the original jurisdiction from encroachment upon internationally protected people.



b. Furthermore, it is well established under public policy that citations, legislations, prescriptions and other comprise a cloak to disguise collateral undertaking in U.S. Funds. All such offers want for authority under original organic State Constitutions pursuant to which they are forbidden and can never be duly enacted.

c. The U.S. a/k/a the United States is defined as a federal corporation at Title 28 USC 3002(15).

d. The United States is bankrupt pursuant to *Perry v. United States*, 294 US 330-381 (1935); 79 L. Ed 912.

e. United States is an obligor/grantor to the Federal Reserve Bank pursuant to the Federal Reserve Bank Act of December 23, 1913, 38 Stat 265, Ch. 6.

f. The said Federal Reserve Bank Act comprises a contractual granting by Congress to the Federal Reserve Bank of a paramount and enduring (ex-warrant 1913-1933) lien on the assets of the United States and all parties who would use bank notes issued by the Federal Reserve Bank pursuant to 38 Stat 265, Ch. 6 p266-267.

g. The Congress of the United States, by authority of the Gold Bullion Coin Act of 1985, PL 99-185, December 17, 1985, 99 Stat 1177 has decreed its intention that all Americans can no longer be forced into an obligor/grantor status in relation to said Federal Reserve Bank Notes.

h. The Constitution for the united States of America, 1787, Article 1, Section 4, Clause 2 (1856) states that Congress shall assemble at least once in every year, which shall be the first Monday of December. Notwithstanding, Amendment XX, Section 2 (1933) states: "The Congress shall assemble at least once in every year, and that such meeting shall begin at noon on the third day of January, unless they by law appoint a different day."

14. The Constitution cannot be in conflict with itself. The *de jure* legislature of the united States of America identified as "Congress" in the aforementioned Article 1, Section 4, Clause 2 (1856) adjourned "*sine die*" in 1861. Evidence of its reconvening in the absence of a congressional quorum has not been exhibited by the United States. The national legislative body discernible in Amendment XX, Section 2 first appeared in 1863 by executive resolution as a department of the Executive Branch of government pursuant to "Emergency War Powers." This *de facto* "Congress" was conceived and continues to sit at the pleasure of the president of the corporate *ens legis* UNITED STATES.

15. The *de jure* private people who, by their inherent character *in rerum natura*, are foreign to and wholly without the corporate *ens legis* United States are not subject to the actions, acts and whims of the *ens legis* Congress of the corporate UNITED STATES. Accordingly, living Men *in rerum natura* are not subject to the Federal Reserve Bank Act of December 23, 1913 which wants for force and effect of law in the Original Jurisdiction.

16. Disclosure of the facts and frauds stated herein has been denied to Paul-Kenneth: and Barbara-Ann: Cromar, in his rightful capacity as beneficiary of the Original Jurisdiction by an extraordinary and persistent policy of covin, conspiracy, and collusion constructed and condoned

by the UNITED STATES Congress, Amendment XX, the Federal Reserve Bank/System, and contractors, agents, assigns, successors, heirs, representatives, obligors and grantors thereof.

17. It is well settled in law that "no right, by ratification or other means, can arise out of fraud." Fraud vitiates everything it touches. There exists no lawful statute of limitation on fraud.

18. By this PUBLIC NOTICE, DECLARATIONS AND LAWFUL PROTEST, the following addendum is attached by reference herein in its entirety to any and all Federal Reserve Notes, public policy instruments, and documents regardless of kind arising from or relating to the Federal Reserve Bank/System which are held, received or used by **Paul-Kenneth: and Barbara-Ann: Cromar**, now and in perpetuity:

**"The use of this instrument/conveyance by Paul-Kenneth: and Barbara-Ann: Cromar, is of necessity only and under Lawful Protest, *nunc pro tunc* to December 23, 1913, in the absence of a reasonable alternative."**

19. The labor of **Paul-Kenneth: and Barbara-Ann: Cromar**, is measured and valued *quantum meruit* exclusively in gold and silver coin. As the value of such labor is tangible, it cannot be measured by any instrument which serves as evidence of debt, notwithstanding that the operational currency of the corporate UNITED STATES consists exclusively of instruments noted thereon to be evidence of liability.

20. **Paul-Kenneth: and Barbara-Ann: Cromar**, hereby expressly states his intention to pay, extinguish and satisfy all of His obligations and make all parties whole. Accordingly, **Paul-Kenneth: and Barbara-Ann: Cromar**, specifically disavows the use of "discharge" as a fraudulent transaction which implies payment but serves to covertly transfer the debts of Paul-Kenneth: and Barbara-Ann: Cromar, to other parties contrary to **Paul-Kenneth: and Barbara-Ann: Cromar**, deeply held Scriptural beliefs under God regarding theft and deceit.

21. **Paul-Kenneth: and Barbara-Ann: Cromar**, is not now and has never been a United States Citizen under the Fourteenth and Sixteenth Amendments of the *ens legis* Constitution for the corporate UNITED STATES, notwithstanding any failures to properly pass the said amendments into law.

22. **Paul-Kenneth: and Barbara-Ann: Cromar**, has the absolute unalienable Divine right to keep and bear arms of any kind for protection of Self, family, and neighbors, by his own will and this DECLARATION.

23. **Paul-Kenneth: and Barbara-Ann: Cromar**, has the absolute unalienable Divine right to move and travel upon all public roadways in America, of whatever kind and nature, in whatever mode or carriage of transportation He may choose, without license or permission or any other infringement of that right, by His own will and this DECLARATION.

24. In addition to all of the above, **Paul-Kenneth: and Barbara-Ann: Cromar**, retains all of the Rights as enumerated and protected by the constitutions, bills of rights, and ordinance pursuant to the Original Jurisdiction.

## LAWFUL PROTEST

**As it is a crime to conceal a crime and conceal a fraud, Paul-Kenneth: and Barbara-Ann: Cromar, makes Lawful Protest against, abjures, denounces, refuses, takes exception and does not assent to:**

1. The formation of any institutional, bifurcated, public, *cestui que* trust in violation of the copyright of **Paul-Kenneth: and Barbara-Ann: Cromar**, previously declared herein.
2. Any allegation or presumption that **Paul-Kenneth: and Barbara-Ann: Cromar**, have consented expressly or tacitly to being a Citizen pursuant to the Fourteenth and/or Sixteenth Amendment of the *ens legis* Constitution of the UNITED STATES.
3. Any pledge, mortgage, lien or encumbrance by the Council of State Governors, March 6, 1933 which would identify **Paul-Kenneth: and Barbara-Ann: Cromar**, as security, surety, co-surety or collateral for any part or portion of the public debt which has been hypothecated by the use of counterfeited Federal Reserve securities.
4. The forced involuntary use of U.S. funds such as Federal Reserve Bank/System notes, commercial liability instruments and electronic liability transactions as part of a scheme to compel the principals to impart artificial commodity value to the liability evidenced thereon, on the authority of *MacLeod v. Hoover*, (June 22, 1925) No. 26395, S. Ct. Louisiana; 105 S. Rep. 305, that court citing *U.S. Bank v. Bank of Georgia*, 23 U.S. 333, 10 Wheat, 333, 6 L. Ed. 34.
5. Any presumption that **Paul-Kenneth: and Barbara-Ann: Cromar**, have volunteered to be a debtor in possession of Federal Reserve Notes with expectation of a *quid pro quo*; a guarantor/surety/co-surety on the lien created by the Federal Reserve Bank Act of December 23, 1913; a party to any confidence game, scheme, forced or *cestui que* use whereby paper wanting inherent value is placed into circulation by the Federal Reserve Banks in lieu of Constitutionally required gold or silver; a party to the failure of public officials and Federal Reserve principals to provide full disclosure of the liabilities and perils of using private scrip, instruments of debt, corporate U. S. obligations, and Federal Reserve Notes as inauthentic replacements for lawful money.
6. Any presumption that **Paul-Kenneth: and Barbara-Ann: Cromar**, have at any time expressed or implied a promise to guarantee the debt hypothecated by the said Federal Reserve Act, the private debt of the corporate UNITED STATES, or any obligations of the Federal Reserve Banks, agents, contractors, assigns, successors, heirs and grantors thereof, now and in ~~perpetuity~~.
7. Any presumption that **Paul-Kenneth: and Barbara-Ann: Cromar**, have at any time volunteered expressly or tacitly to join as a co-conspirator in any fraud, conspiracy, covin, collusion, confederation or joint business venture operated by the *de facto* STATE OF UTAH and the corporate *ens legis* UNITED STATES as a surety, co surety, guarantor or other obligor.
8. Any attempt to induce **Paul-Kenneth: and Barbara-Ann: Cromar**, to act as a tortfeasor to the Constitution for the united States of America, anno Domini 1787, where at Article 1, Section 10, it states "No State shall . . . emit bills of credit; make anything but Gold and Silver Coin a tender in payment of debts," all such offers being refused for fraud.



9. Pursuant to the Original Grant of Depositum for Bailment via the 1896 Constitution of UTAH, **Paul-Kenneth: and Barbara-Ann: Cromar**, make Lawful Protest against, abjures, denounces, refuses, takes exception and does not assent to the calculated use of legal fictions to undermine and convert the political Will of the People on the free soil of the organic country known as Utah into a legislative democracy that transforms the free People into subjects of the municipal law of foreigners within the geographical exterior boundary of Utah and contrary to the Northwest Ordinance and the original Grant of the People, September 17, 1787, anno Domini, as amended 1791, anno Domini.

## MANDATES

IT IS HEREBY EXPRESSLY MANDATED TO IMMEDIATELY:

1. **RETURN THE DEPOSITUM FOR BAILMENT** to **Paul-Kenneth: and Barbara-Ann: Cromar**, in his capacity as descendant by blood of the original Bailor/Grantor/Settlor and his endowment to warrant same by Almighty God, pursuant to the terms, conditions, stipulations, exceptions and reservations contained within the Original Grant.
2. **ACKNOWLEDGEMENT, RECOGNITION AND RETURN BY THE BAILEE OF THE SAID DEPOSITUM OF BAILMENT** to **Paul-Kenneth: and Barbara-Ann: Cromar**, as repository trustee for the Original public Trust.
3. **EXHIBIT THE AUTHORITY** whereby **Paul-Kenneth: and Barbara-Ann: Cromar**, can be compelled, forced or enticed to falsely act as a tortfeasor to Article 1, Section 10, Clause 1 of the Original Grant against his will by using the aforementioned fictional bank notes within a scheme of discharge disguised as payment. Failure to so exhibit within ten (10) days of PUBLIC NOTICE comprises stipulation that no such authority exists.
4. **EXHIBIT THE AUTHORITY** whereby **Paul-Kenneth: and Barbara-Ann: Cromar**, can be compelled, forced or enticed to falsely present himself as a United States Citizen/person in violation of the Fourteenth and Sixteenth Amendments prohibition against slavery and involuntary servitude. Failure to so exhibit within ten (10) days of PUBLIC NOTICE comprises stipulation that no such authority exists.
5. **ADMIT OR DENY** that all actions of the UNITED STATES, the STATE OF Utah and all political subdivisions thereof whether judicial, administrative, municipal, county or otherwise are by their nature actions *indebitatus assumpsit*. Failure to respond within ten (10) days of PUBLIC NOTICE comprises admission of an ongoing Fraud against the beneficiaries of the Original Jurisdiction.

"Suits as well as transfers may be the protective coverings of fraud," *Steelman v. All Continent Corp.*, 301 US 278, 81 L. Ed 1085; *Shapiro v. Wilgus*, 287 U.S. 348, 355, 53 S. Ct. 142, 144, 85 A.L.R. 128. "The fact that the means employed to effect the fraudulent conveyance was the judgment of a court and not a voluntary transfer does not remove the taint of illegality," *First National Bank v. Flershem*, 290 US 504, 78 L. Ed. 465. "... it is obvious that the fraud did not occur in open court nor in that sense enter into the decrees under attack, hence the fraud of which we complain was not susceptible to insulation. In the language of *Shapiro v Wilgus*, 287 US 348, 77 L. Ed 355. It was part and parcel to a scheme whereby the form of a judicial remedy was to supply a protective



cover for a fraudulent design.” Also, Steelman, *supra* Flersham, *supra*, Braun, *supra*, “That in the absence of an adversary trial or decision the distinction between extrinsic and intrinsic fraud becomes immaterial and made clear by the following from the Throckmorton opinion,” 98 US 61, 65, Braun, *supra*.

6. **EXHIBIT VERIFIED EVIDENCE** proving the time, place and nature of full disclosure of the benefits, risks and perils by which Paul-Kenneth: and Barbara-Ann: Cromar, could knowingly volunteer to submit to the Federal Reserve Bank Act of 1913. Failure to so exhibit within ten (10) days of PUBLIC NOTICE comprises stipulation that no such disclosure was made.

7. **ADMIT OR DENY that Paul-Kenneth: and Barbara-Ann: Cromar, did in fact knowingly and voluntarily ratify the *cestui que* trust created by the UNITED STATES through the Federal Reserve Bank Act of 1913 which resulted in the use of grammatical derivations of Paul-Kenneth: and Barbara-Ann: Cromar’s name in a scheme of intentional misnomer for profit and gain. Failure to respond within ten (10) days of PUBLIC NOTICE comprises denial that the *cestui que* trust created by the UNITED STATES through the Federal Reserve Bank Act of 1913 was ever duly and lawfully ratified by and any assumption of such ratification is false.**

8. **EXHIBIT VERIFIED EVIDENCE** proving the knowledgeable and voluntary ratification and acceptance by Paul-Kenneth: and Barbara-Ann: Cromar, of the aforesaid *cestui que* trust. Failure to so exhibit within ten (10) days of PUBLIC NOTICE comprises stipulation that the said *cestui que* trust was never ratified by Paul-Kenneth: and Barbara-Ann: Cromar, and any assumption of such ratification is false.

9. **EXHIBIT VERIFIED EVIDENCE** proving the granting of a copyright license by Paul-Kenneth: and Barbara-Ann: Cromar, expressly conveying to the licensee the authority to use grammatical derivations of the proper name belonging to Paul-Kenneth: and Barbara-Ann: Cromar, in a scheme of intentional misnomer for profit and gain through an unauthorized *cestui que* trust. Failure to respond within ten (10) days of PUBLIC NOTICE comprises stipulation that all such misnomers and uses of the aforesaid *cestui que* trust comprise intentional copyright infringement.

10. WE, Paul-Kenneth: and Barbara-Ann: Cromar, do hereby deny having received disclosure of the existence, benefits, risks and perils of a *cestui que* trust named derivatively at any time, or having been asked to ratify the said trust. Consequently, I do hereby deny, denounce, adjure and disavow having ever ratified any such trust.

11. WE, Paul-Kenneth: and Barbara-Ann: Cromar, Beneficiary of the *cestui que* trust, rejects and never accepted Offer to contract, and did not and does not consent to any proceedings, and REBUKES all officials herein named for their dishonorable part in aiding and abetting the DENIAL to the Cromar family their unalienable DUE PROCESS, HEARING and TRIAL BY JURY, and the irreparable harm to our Life, Liberty and Pursuit of Happiness and property in any way related to the UTAH FOURTH JUDICIAL DISTRICT COURT Civil Case No. 201402860 and/or 201402868.

12. WE, Paul-Kenneth: and Barbara-Ann: Cromar, beneficiary of *cestui que* trust mandate ALL claims against Paul-Kenneth: and Barbara-Ann: Cromar, AND Barbara-Ann: Cromar, by Flesh-and-Blood MS. CHRISTINE JOHNSON and/or his

client(s) be released and/or restored, immediately voided, all liens and notices of lien voided, and all claims on land, property, improvements, or any pursuit of happiness at a place commonly known as 9870 North Meadow Drive in a neighborhood known as Cedar Hills in Utah state, be returned to **Paul-Kenneth: Cromar, AND Barbara-Ann: Cromar**, with a **DECLARATION OF APOLOGY** for aiding and abetting the denying Constitutional rights to due process, hearing, trial by jury and justice, be drafted and signed by you, notarized, then be recorded on the property through the Utah County Recorder, with the original being mailed to the address below via **NEXT DAY USPS** mail. If this mandate is not met, a penalty of ten thousand (\$10,000.00) dollars a day will be enforced until such time the debt is paid in full, County record corrected, apology filed thereon, and if necessary, the house is returned with a \$660,000 terrorism and threat of endangerment personal distress fee, plus \$1000 per day penalty until fee is paid in full.

13. WE, **Paul-Kenneth: and Barbara-Ann: Cromar**, beneficiary of *cestui que* trust do hereby instruct, **Flesh-and-Blood MS. CHRISTINE JOHNSON** being an officer of the CORPORATION cannot use the name of **Paul KENNETH CROMAR**, in any form, except as per written instructions, it is a **felony** in the **Utah State**.

14. WE, **Paul-Kenneth: and Barbara-Ann: Cromar**, beneficiary of the *cestui que* trust, do not have a contract with any court of the UNITED STATES. If threatened in any manner, I **Paul-Kenneth: and Barbara-Ann: Cromar**, in the Body of **Flesh-and-Blood** by **MR. JOHN W. HUBER, MR. ROBERT J SHELBY, MR. ADAM POMEROY, MS. LYNN W. DAVIS, MS. CECILIA M. ROMERO, MS. ANTHONY HOWELL, MR. RYAN S. WATSON, MR. RICHARD E. ZUCKERMAN, MS. WANDA I. MANLEY, ANDREA VENTURA, MR. "GARY CHAPMAN"** (alias - ID # 10000324786), **MR. ROBERT E. MANSFIELD, MR. NATHAN S. DORIUS, MR. ANDREW V. COLLINS, MR. DAVID O. LEAVITT, MR. MIKE SMITH, MR. DALE EYRE, MR. JEFFERY SMITH, MR. KRAIG J. POWELL, MR. GARY HERBERT, MR. SEAN D. REYES, MS. HEATHER J. CHESNUT**, any Corporate employee, or any other suspected criminals not named here, charge for such fraud **Seventy-Five Thousand (\$75,000.00) DOLLARS** per officer, official or living individual. If any perceived threats are manifest, all the people/persons above may be exposed to investigation and prosecution for possible RICO violations, and violations under Title 18 sec 241 & 242, and all the fines, penalties and possible life imprisonment or death penalty there under.

15. WE, **Paul-Kenneth: and Barbara-Ann: Cromar**, beneficiary of *cestui que* trust mandate that **MS. CHRISTINE JOHNSON** show that the corporate regulations have authority over the **BODY** of **Flesh-and Blood** of **Paul-Kenneth: and Barbara-Ann: Cromar**. And since corporations, including the corporation of the UNITED STATES, has no authority over the **Body of Flesh-and Blood**, now fraud and swindle in dishonor, and extortion charges, do now apply since trying to bring me into contract with the corporation of the UNITED STATES, a penalty of **ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00)** now applies to the Corporation of the **OFFICE of ADMINISTRATIVE HEARINGS** a subsidiary of the **UNITED STATES Corporation** for the distress that has been incurred to me in the **Body of Flesh-and Blood**.



16. WE, **Paul-Kenneth: and Barbara-Ann: Cromar**, beneficiary of *cestui que* trust mandate that MS. CHRISTINE JOHNSON provide a certified copies signed under the pains and penalty of perjury, of his Oath of Office, his Subscribed Oath, his Anti-Bribery Statement, his Foreign Agents Registration Act disclosure (see FARA.gov), copies of any and all oaths including BAR guild, and his bond number and bonding company name, address, phone and agent contact, sent via USPS in c/o the mailing address below.

17. WE, **Paul-Kenneth: and Barbara-Ann: Cromar**, beneficiary of *cestui que* trust mandate that MS. CHRISTINE JOHNSON provide certified true and complete copy of all records, communications, filings, etc. in any way related to UTAH FOURTH JUDICIAL DISTRICT COURT (Provo) civil cases #190400494, #200400972, #201402860 & #201402868, – and sent via NEXT DAY USPS mail, c/o our official court mailing address below.

18. WE, **Paul-Kenneth: and Barbara-Ann: Cromar**, beneficiary of *cestui que* trust mandate that MS. CHRISTINE JOHNSON to pay me \$5,000 in via cashiers check, for each and every day from the date of receipt of this service (*including day of receipt*), until you NOTIFY me in writing of your DISMISSAL of the UTAH FOURTH JUDICIAL DISTRICT COURT (Provo) civil cases #190400494, #200400972, #201402860 & #201402868, – and sent via NEXT DAY USPS mail, c/o our official court mailing address below. (Note Related cases in U.S. DISTRICT COURT (SLC) 2:09-cv-1102, 2:17-cv-01223-RJS-EJF, 2:19-cv-0255-TDD, 2:20-cv-224, 2:20-cv-625)

19. WE, **Paul-Kenneth: and Barbara-Ann: Cromar**, Beneficiary of the *cestui que* trust, do hereby instruct MR. GARY R. HERBERT acting as the GOVERNOR OF THE STATE OF UTAH corporation, and responsible for all corporate employees for the STATE OF UTAH and hence any collusion or conspiracy to defraud the Cromars, to hereby enforce all above mandates. If these mandates are not met within ten (10) days from the date of receipt of this **PUBLIC NOTICE, DECLARATIONS, MANDATES AND LAWFUL PROTEST**, all individual names mentioned in this document will be submitted to the US Marshals and/or the Utah County Sheriff for action.

## CAVEAT LAW – SUPREME COURT CASES

1. All public officials, Officers of government bodies politic, in all branches/departments, Executive, Legislative, or Judicial, being of Oath of Office, bonded to fidelity, are under ministerial duty, *Supervisors v. United States ex rel.* 71 U.S. 435, 4 Wall 435, *U.S. v. Thomas*, 15 Wall 337, *U.S. v. Lee*, 106, US 196, 1 S. Ct 240, *fiduciary/trustees*, *U.S. v. Carter*, 217 US 286, 30 S. Ct 515. “The implication of a trust is the implication of every duty proper to a trust... Whoever is a fiduciary or in conscience chargeable as a fiduciary is expected to live up to them.” *Buffum v Peter Barceloux Co.* 289 US 227, 237; 77 L. Ed 1140, 1146, cited *Braun v. Hansen*, 103 F.2d 685 (1939), wherein it further states “Being fiduciaries, the ordinary rules of evidence are reversed”, must obey the law, *Butz v. Economou*, (US) 98 S Ct. 2895, *Davis v Passman* (1979, US) 442 US 226, 99 S. Ct. 2264.

2. "The law will protect an individual who, in the prosecution of a right does everything which the law requires him to do but fails to obtain his right by the misconduct or neglect of a public officer." *Lyle v Arkansas*, 9 Howe 314, 13 L. Ed 153, *Duluth & Iron Range Co. v Roy*, 173 US 587, 19 S. Ct 549, 43 L. Ed 820. "It is a maxim of the law, admitting few if any exceptions, that every duty laid upon a public officer for the benefit of a private person, is enforceable by judicial process". *Butterworth v U.S. ex rel. Hoe*, 112 US 50, 5 S. Ct 25, 28 L. Ed 656.

3. "A ministerial officer is liable for an injury done, where his acts are clearly against the law." *Tracy v. Swartwout*, 10 Pet. 80, 9 L. Ed 354. "The judicially fashioned doctrine of official immunity of judicial, legislative or executive officers does not reach so far as to immunize criminal conduct prescribed by an Act of Congress." *O'Shea v. Littleton*, 414 US 488, 94 S. Ct. 669, "in equity there are certain rules prohibiting parties bearing certain relations to each other from contracting between themselves; and if parties bearing such relations enter into contracts with each other, courts of equity presume them to be fraudulent, and convert the fraudulent party into a trustee." *Perry on Trusts* (7<sup>th</sup> Ed) Sec. 194, in *Braun v Hansen* (1939) 103 F 2d 685. Under the doctrines of *res gestae*, *res ipsa loquitur*, *respondeat superior*, as now having prior knowledge, authority, power, opportunity to prevent or aid in preventing injury, damage, having been or about to be committed. Title 42 USCS Section 1986, as applies to public officials, Officers, by the existence of an agreement between two or more persons, acting in a private conspiracy, *McNalley v Pulitzer Pub. Co.* (1976) 532 F 2d 69, 429 US 855, 50 L. Ed 2d 131, to conspire, through said conspiracy, to impede or hinder, or obstruct or defeat the due course of justice in a State or Territory, with the purposeful intent to deny the equal protection of the law, under color of State law or authority, or other, *Griffin v. Breckinridge* (1971) 403 US 88, 91 S. Ct. 1790, depriving of having or exercising a Right, Federal Conspiracy to Obstruct Justice Act (Title 42 USCS Section 1985(2), deprivation of due process, even by federal officials, *Williams v. Wright* (1976) 432 F Supp 732, *Founding Church of Scientology v Director, FBI* (1978) 459 F Supp 748, 98 L. Ed 2d 150, 108 S. Ct 199, even District Attorneys, *Rouselle v Perez* (1968) 293 F Supp 298, places upon you the badges of fraud, prior knowledge, superior knowledge of the law, will of intent, perjury of Oath of Office, constructive treason, bad faith, breach of fiduciary/trustee responsibility, whereupon "Being fiduciaries, the ordinary rules of evidence are reversed," (1939) 103 F 2d 685. Further, being advised, as in *Ex Parte v Young*, 209 US 123 (1908), "The attempt of a State Officer to enforce an unconstitutional statute is a proceeding without authority of and does not effect, the State in its sovereign or governmental capacity, and is an illegal act, and the officer is stripped of his official character and is subject in his person to the consequences of his individual conduct. The State has no power to impart to its officer immunity from responsibility to the supreme authority of the United States." (Emphasis added.)

Support NOTES from lower courts: From *Perry on Trusts*, (7th ed), Sec. 851 "... in order that the release, confirmation, waiver, or acquiescence may have any effect .... The cestui que trust must also know the Law, and what his rights are, and how they would be dealt with by the court." The Supreme Court of Arizona in *Garrett v Reid Cashion Land*, 34 Ariz 245, 270 P. 3044 at page 1052 quotes thus from *Adair v Brimmer*, 74 NY 539 "Confirmation and ratification imply to legal minds, knowledge of a defect in the act to be confirmed, and the right to reject or ratify it. The cestui que trust must therefore not only have been acquainted with the facts, but apprised by the law, of how these facts would be dealt with by a court of equity. All that is implied in the act of ratification, when set up in equity by a trustee against his cestui que trust, must be proved, and will not be assumed. The maxim 'ignorantis legis excusat neminem' cannot be invoked in such a



case. **The cestui que trust must be shown to have been apprised of his legal rights.**" (Emphasis added.) Also from *Ungrich v Ungrich*, 115 NYS 413, 417, "The rule (is) that to fasten ratification upon a cestui que trust he must not only have been acquainted with all the facts, but apprised also in the law, and how such facts would be dealt with by a court of equity." Likewise, *Thaw v Thaw*, 27 Fed 2d 729, *US v Carter*, 217 US 286, 54 L Ed 769, *Wendt v Fisher* (Cardozo, J.) 234 NY 439, 154 N.E. 303, *Leach v Leach*, 65 Wis. 284, 26 NW 754.

4. The delay in discovery of the Frauds stated herein pursuant to Amendment XX provides no defense to the remedy, laches or otherwise. *Michoud v Girod*, 4 How 503, @ 561, 11 L Ed 1076, *Pomeroy's Equity*, Sec. 847, *Wiget v Rockwood* 69 F @d 326, et seq., and from *Texas & Pacific Ry, v Pottorff*, 291 US 245, 78 L Ed 777, in *Braun*, supra, "the doctrine is thus affirmed. It is the settled doctrine of this court that no rights arise on an ultra vires contract, even though the contract has been performed; and this conclusion cannot be circumvented by erecting and estoppel which would prevent challenging the legality of a power exercised." And from *US v Grossmayer*, 9 Wall 72, 19 L Ed 6 27, "A transaction originally unlawful cannot be made any better by being ratified." And, further, following *Braun*, supra, "It is held axiomatic that no right, by ratification or other means, can arise out of fraud." 13 C.J. 492, Sec. 440, 6 R.C. L., p 698, the following is quoted in *Thompson on Corporations*, 3<sup>rd</sup> Ed Sec. 2828, from *Central Transportation Co. v Pullman Palace Car Co.*, 139 US 24, as established doctrine of the Supreme Court, "No performance of either side can give the unlawful contract any validity, or be the foundation of any right of action upon it." As said long ago by the great Justice Story in *Prevost v Gratz*, 6 Wheat 481, 497, 5 L Ed 311, 315, "It is currently true that length of time is no bar to a trust clearly established; and in a case where fraud is imputed and proved, length of time ought not, upon principles of eternal justice, to be admitted to repel relief. On the contrary, it would seem that the length of time during which the fraud has been successfully concealed and practiced, is rather an aggravation of the offense, and calls more loudly upon a court of equity to grant ample and decisive relief." (Emphasis added.)

5. It is a maxim of law that **peonage and involuntary servitude are forbidden, and immunity is denied to any party, real or imagined, person or public official who would or conspire to traffic in slaves or participate in aiding or abetting.** *Clyatt v US*, 197 US 207 (1905), *Plessy v Ferguson*, 163 US 537, 542, "Whoever [Title 18 U.S.C. Sec.1581] holds or returns any person to a condition of peonage, or arrests any person with the intent of placing him in or returning him to a condition of peonage, shall be fined not more than \$5,000.00 or imprisoned not more than five years."

6. **All public officials in receipt of this notice are required by their Oath of Office to answer.** Notification of legal responsibility is "the first essential of due process of law" *Connally v. General Construction Co.*, 269 U.S. 385,391. "Silence can only be equated with fraud where there is a legal or moral duty to speak or when an inquiry left unanswered would be intentionally misleading." *U.S. V. Tweel*, 550 F.2d.297. It is the ministerial fiduciary/trustee duty of each and every government official, officer, agent, contractor and assign of the UNITED STATES, the STATE OF UTAH, the Federal Reserve Banks/System, the International Monetary Fund, the International Finance Corporation, the International Bank for Reconstruction and Development, the Inter-American Development Bank, the World Bank, the Commission of the European Communities, the Organization for Economic Co-operation and Development, the United Nations and any and all other obligors/grantors who view this notice ("Respondents") to timely and fully answer, *Federal Crop Insurance v Merrill* (1947) 332 US 380., 92 L Ed 10, 68 S Ct 1, 175 ALR 1075.

7. The period for Respondents to respond to this notice is ten (10) days. Any party or public official wishing to answer, respond, refute, rebut, deny, object or protest any statement, term, declaration, denial or provision in this presentment must do so by Lawful Protest within ten (10) days of the date of issuance or forever lose all rights, titles, interests, and the opportunity to plead. All such responses must be verified and have exhibitions and factual evidence in support annexed thereto.

8. Respondents may agree with all statements, terms, declarations, denials and provisions herein by remaining silent. Failure to timely respond to all such terms and provisions with which Respondents disagree comprises Respondents' stipulation and confession jointly and severally to acceptance of all statements, terms, declarations, denials and provisions herein as facts, the whole truth, correct and fully binding on all parties.

9. This document serves as Notice of Fault in the event Respondents fail to timely respond.

10. Notice of Default shall be issued no sooner than three (3) days after Notice of Fault. Default is final three (3) days after Notice of Fault is issued. Default comprises Respondents consent jointly and severally to be named as defendant(s) in various actions, administrative and judicial.

11. Upon Default, all matters are settled *res judicata* and *stare decisis*.

12. Default comprises an estoppel of all actions, administrative and judicial, by Respondents against Paul-Kenneth: and Barbara-Ann: Cromar, 3J. Pomeroy, Equity Jurisprudence Section 805, p. 192, Restatement 2d of Torts Section 894(1) (1979), and now reasonably relied on, Wilbur National Bank v US 294 US 120, 124-125 (1935), due to misconduct by Government agents Heckler v Community Health Services, 467 US 51, at 59, 60, Federal Crop Ins., *supra*. "It [the doctrine of Estoppel by Silence] arises where a person is under duty to another to speak or failure to speak is inconsistent with honest dealings." In Re McArdles Estate, 140 Misc. 257, et seq., and Silence, to work estoppel, must amount to bad faith. Wise v USDC Ky., 38 F Supp 130, 134, where duty and opportunity to speak, Codd v Westchester Fire Ins. Co. 14 Wash. 2d 600, 128 P 2d 968, 151 ALR 316, creating ignorance of facts, Cushing v US Mas s, 18 F Supp 83, inducing person claiming estoppel to alter his position, Braunch v Freking, 219 Iowa 556, 258 NW 892, knowledge of facts and of rights by person estopped, Harvey v Richard, 200 La. 97, 7 So. 2d 674, willful or culpable silence, Lencomi v Fidelity Trust & Savings Bank of Fresno, 96 Cal. App. 490, 273 P. 103 et seq., "Silence" implies knowledge, and an opportunity to act upon it, Pence v Langdon, 99 US 578 @ 581, et seq.

13. Under the Clearfield Doctrine, derived from the 1943 Supreme Court Decision in Clearfield Trust, et al. vs. United States, (328 U.S. 363, 318), the court ruled, in essence, that when a government reduces itself to a corporate status, it becomes merely another corporation, having no more nor less standing than all other corporations.

14. The UNITED STATES Supreme court in 2000 ruled, Bond vs. UNITED STATES 529 US 334-2000, held that the people are in fact Sovereign and not the STATES or government. The court went on to define that local, STATE and FEDERAL law enforcement officers are committing unlawful actions against the Sovereign people by the enforcement of laws and are personally liable for their actions.

# DISCLAIMER

THE QUOTATION OF THE PRIVATELY COPYRIGHTED STATUTORY  
LEGISLATIVELY CREATED CASE LAW AND STATE AND FEDERAL STATUTES  
PURSUANT TO PL 88-244, DECEMBER 30, 1963, IS DONE WITHOUT INTENT TO  
CREATE A "USE", VIOLATE ANY PRIVATE COPYRIGHT, OR GIVE LEGAL  
ADVISE TO ANYONE, AND STANDS SO UNLESS LAWFULLY PROTESTED BY ANY  
CONCERNED PARTY(IES)

**Notice to the principal is notice to all agents. Notice to an agent is notice  
to all principals. By this Public Notice, Declarations, Mandates and  
Lawful Protests the world is now informed.**

BE IT SO EXECUTED, and by this execution, be made to appear, in-deed, enacted, decreed,  
This the 1<sup>st</sup> day of the 10th month, anno Domini, two thousand and 20, Amen.

L.S. by: Paul Kenneth Cromar {SEAL}  
Signed only in correct public capacity as  
Beneficiary of the Original Jurisdiction

**Paul-Kenneth: Cromar.**  
c/o 9870 north meadow drive.  
Cedar Hills  
Utah [ 84062 ]

L.S. by: Barbara-Ann Cromar {SEAL}  
Signed only in correct public capacity as  
Beneficiary of the Original Jurisdiction

**Barbara-Ann: Cromar.**  
c/o 9870 north meadow drive.  
Cedar Hills  
Utah [ 84062 ]

CC: MR. WILLIAM P. BARR acting as Attorney General  
MIKE SMITH acting as Utah County Sheriff  
GARY R. HERBERT as Governor of the Utah state  
US MARSHAL OFFICE - SLC



IN THE  
COUNTY OF UTAH, STATE OF UTAH

State of Utah

vs.

CROMAR, PAUL KENNETH  
Date Of Birth: 05/05/1959  
9870 N MEADOW DR PLEASANT GROVE, UT 84062

Arrestee

## Affidavit of Probable Cause

**On 09/24/2020 18:30 the defendant was arrested for the offense(s) of:**

	Offense Date	Offense Description	Enhancement Statute	Severity	Court
1	09/24/2020	BURGLARY OF A DWELLING	76-6-202(2)	F2	DST
2	09/24/2020	WRONGFUL APPROPRIATION - F3	76-6-404.5(3)(A)	F3	DST

**I believe there is probable cause to charge the defendant with these charges because:**

Sergeant R. Weidlein  
20UC08707

Arrested Person:  
Paul Kenneth Cromar 05/05/1959

**Synopsis:**  
Paul Kenneth Cromar was legally evicted from the address of 9870 N Meadow Dr., in the city of Cedar Hills, on August 18, 2020. Paul Kenneth Cromar has refused to leave the residence and has posted the property with signage claiming the property as his via a land patent. Paul Kenneth Cromar had reentered the house after the property had previously been sold by the US government.

**Source of Activity:**  
This situation was brought to my attention on August 24, 2020, when I was informed that there was an eviction notice for the address of 9870 N Meadow Dr., in the city of Cedar Hills. The persons to be evicted were identified as Paul Kenneth Cromar and his wife Barbara Ann Cromar.

**Investigation:**  
I was informed the federal government had forced the sale of the home, in order to collect money from the Cromar's tax debt. The Cromar family was evicted from the home by the Federal Marshals. At some point after the eviction and sale of the house, the Cromar's illegally moved back into the home.

The new owners took financial custody of the home and then found that the Cromar's had moved back into the home. Several calls were created regarding civil problems and to keep the peace, that were handled by the American Fork Police Department.

Nathan Dorius and Andrew V Collins of Copper Birch Properties, LLC filed the paperwork and went through the eviction process. On August 18, 2020 an eviction order was signed by District Court Judge Kraig Powell. Paul Kenneth Cromar was served with the order on August 19, 2020, at 8:30 PM by Bernard Walker of the Wasatch Constables.

The order gave Kenneth and Barbara Cromar three days to evacuate the home. I drove by the home on August 26, 2020, during daytime hours and the home appeared to be occupied.

Paul Kenneth and Barbara Cromar have posted signage around the home that display, "Caution United States Land Patent Part and Parcel of #392," "No Trespassing," and a document that provides circumstances that the property can be entered. The home sits on a corner lot and these signs are posted on the three corners that are visible from the street. There is a large green sign on the garage door that states "Land Patent Victory! NO lawful challenge by anyone

within 60 days to our patent contact in any Article III court. DONE! Thank you Pres Grover Cleveland's 1887 Signature."

Photos of the house and signage were placed on Ken Cromar's public Facebook page on August 7, 2020, as well as earlier dates. The photos include all of the signage as well as photos of Kenneth and Barbara Cromar standing in front of some of the signs. On June 26, 2020, Ken Cromar posted on Facebook the same signs and stated, "CONGRATULATIONS to our Cromar family, law and order, contracts, Superior Land Patents, and especially We The People!" It continues to say, "Special THANKS to President Grover Cleveland and his 1887 signature in behalf of the united States, securing our contract unchallenged in any Constitutional Article III court, in behalf of our "heirs and assigns forever". ;)" In the same post a person asks, "Does that mean you are back in your home?" Ken Cromar replies "Been back since April 23. It is and has, and will always remain our house-until we say otherwise-despite attempted FRAUD and SWINDLE in dishonor by the courts who voided their own authority".

Paul Kenneth Cromar also posted a video on his YouTube channel where he was confronted by police officers at the residence. The officers told him that the property was owned by the US government and he replied that the property belonged to him. The officers asked him how he got into the property after the locks were changed and he told him that it was not their concern. He challenged them to check the county records to see who the property was titled to.

I looked up the property on the Utah County Public Information System, land records, and discovered that the residence was no longer deeded to the Cromar's and that it is currently deeded to COPPER BIRCH PROPERTIES LLC.

#### Charges:

On 08/26/2020, a meeting was held with the Utah County Attorney, David Leavitt, his staff, as well as the Utah County Sheriff, Mike Smith, and his staff. This case was reviewed and it was decided that the appropriate course of action would be to request charges for the following:

76-6-404.5	Wrongful appropriation	3rd degree Felony
76-6-202	Burglary	2nd degree Felony

#### Judicial follow up:

On September, 2nd 2020, Paul Kenneth Cormar was able to see Judge Powell via Web-X. Judge Powell ordered him to be out of the house on September 5th, 2020 at 1700 hours.

#### Safety Concerns:

Rather than moving out of the home when ordered by Judge Powell, Paul Kenneth Cromar invited several members from an armed militia come to his house to protect him. Paul Kenneth Cromar has made no attempt to move out of the property.

Case #20UC06091 was investigated when a letter was sent to District Court Judge Davis. The letter was investigated as a threat, but charges were denied.

Paul Kenneth Cromar has made comments online about protecting his property and scaring away law enforcement. He has also aligned himself with radical groups and people and invited them to join him in defending his property.

#### Enhanced bail:

The Utah County Prosecutor's office and the Utah County Sheriff's office is requesting a bail for \$100,000.00. Deputies found two males at the home that were armed and were there to protect the property. It is beleived that Paul Kenneth Cromar allerted militia members to come to his home to protect his property after the order to vacate had occured. It is also beleived that Paul Kenneth Cromar will respond back to the property if he is released and there is a likelihood of violence or damage to property by either Mr. Cromar or his associates.

End report.

By submitting this affidavit, I declare under criminal penalty of the State of Utah that the foregoing is true and correct.  
/S/ Weidlein, Robert

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Officer Name: SHERMAN, ROBERT WILSON  
A sworn officer with: UT0250000 - UCSO  
Agency Case 20UC08708

Probable Cause Entered: 09/24/2020 21:20  
Probable Cause ID: 157514  
Suggested Bail Amount:

**SUBMISSION IDENTIFICATION INFORMATION**

Booking Agency: Utah County Sheriff Office  
Agency Inmate ID: 398468  
Arrest Date/Time: 09/24/2020 18:30

SID: NONE  
FBI ID: NONE

Booking Agency ORI: UT0250000  
OTN: 60760691

4TH DISTRICT CT - AF

RECEIPT 06/24/2022 16:18

06/24/2022 16:17 Clerk: roenag

Receipt Number: 20221250116

Payor: PAUL CROMAR

Received

Cash \$4.25

COPY FEE \$4.25

Note: 5.00 cash tendered. 0.75 change  
given.

\*\*\*\*\* SAVE THIS RECEIPT \*\*\*\*\*