

**NOTICE AND AFFIDAVIT RESCINDING MARRIAGE LICENSE AND MARRIAGE
CERTIFICATE AND REBUTTING ALL LEGAL PRESUMPTIONS CONTAINED
THEREIN**

M/D/Y

From: Jane Marie Smith, nee Doe, *sui juris*
[c/o] 2842 Any Road, Chillicothe, Ohio [45601]
(united States of America)
Claimant,

To: Joe Blow, as the living man, also being agent, employee, contractor, or officer of the
corporation known as CLERK, ???? COUNTY PROBATE COURT
[c/o] 123 Fascist Street, Wherever, Ohio [zip]

Bruce T. Vanderhoff, as the living man, also being agent, employee, contractor, or officer
of the corporation known as HEALTH, OHIO DEPARTMENT OF, having Dun &
Bradstreet number 808847933, which does business as the OHIO DEPARTMENT OF
HEALTH and OHIO VITAL RECORDS
[c/o] 246 North High Street, Columbus, Ohio [43215]

Burt Logan, as the living man, also being agent, employee, contractor, or officer of the
corporation known as OHIO HISTORYCENTER, formerly known as OHIO HISTORICAL
SOCIETY
[c/o] 800 East 17th Avenue, Columbus Ohio [43211]

Kathi Vidal as the living woman, also being agent, employee, contractor, or officer of the
corporation known as UNITED STATES PATENT AND TRADEMARK OFFICE, aka
USPTO
[c/o] 600 Dulany Street,
Alexandria, Virginia [22314]

John Henry Smith, as the living man,
[c/o] 567 Nowhere Street,
Pleasantville, Ohio [zip]
Respondents.

**NOTICE TO PRINCIPAL IS NOTICE TO AGENT
NOTICE TO AGENT IS NOTICE TO PRINCIPAL**

SILENCE IS ACQUIESCENCE AND ACCEPTANCE

BE IT KNOWN BY ALL:

1. Claimant is one of the people of Ohio, having been found to be a living woman who

has come of full age and found to be competent to handle her own affairs. She has been told and has always believed she was born ____, 19__ in Ohio.

2. Claimant is the legitimate daughter of married parents who gave her the name Jane Marie. She is of the Doe family. Upon her contracting of matrimony to John Henry Smith on Mo/Day/Yr she became known as Jane Marie Smith. Further details of claimant's status are set forth by separate affidavit hereinbelow.

3. Words used herein are as claimant understands them. Notwithstanding any agreement, course of dealing, or usage of trade to the contrary, claimant does not understand, nor is she required to understand or accept any other meaning of words in the English language other than those found in common American speech or in Webster's dictionary. Unless otherwise specified herein, terms used herein, including legal fictions which may have particularized meanings and usages within the corporate *de facto* "court" system, are being used as claimant understands them, according to their ordinary and plain meanings and/or as defined by Webster's, notwithstanding a contrary meaning or usage which may be assigned to such terms by respondents or their employers.

4. On or about (DATE OF MARRIAGE LICENSE), claimant and respondent Smith completed an application for marriage license because they were induced by the existence of certain corporate bylaws of STATE OF OHIO, in particular Ohio Rev. Code Sec. 3101.09, to believe that their then upcoming contract of matrimony could not be solemnized without seeking permission in the form of a "marriage license" from agents of said corporate STATE OF OHIO, including without limitation, respondents Blow, lancu, and/ or their agents.

5. Respondents Blow and his agents and principals have at all times portrayed themselves as "public officials" even though they are merely corporate employees or agents.

6. As "public officials" Blow and his agents owed and continue to owe claimant and respondent Smith a fiduciary duty of full disclosure of all material facts. Respondent's failure to perform that duty is considered fraud, as admitted by agents of UNITED STATES who call themselves justices of the United States Supreme Court. *McNally v United States* 483 U.S. 350 (1987)

7. Agents of STATE OF OHIO, including without limitation, respondent Blow and his agents, failed to provide claimant or respondent Smith with full and fair disclosure of the consequences of executing the marriage license application described herein. Specifically, said agents failed to inform claimant or respondent Smith that said license would be considered to have created a marriage contract in which STATE OF OHIO would be deemed to be a party. Instead, said agents falsely represented to claimant and respondent Smith that the license and subsequent marriage certification were only for record keeping purposes.

8. Respondent Blow and other agents of STATE OF OHIO, represented to claimant and to respondent Smith that they considered the marriage license and subsequent marriage certificate registration process to **not** be voluntary. Said agents of STATE OF OHIO represented that failure to submit to and pay for said licensure and registration process could subject claimant and respondent Smith to the violence of the detentions and abductions described in STATE OF OHIO's corporate bylaws claimed to be Ohio's "criminal" code.

9. In 1991 the corporate STATE OF OHIO purported to abrogate common law matrimony, replacing it with the corporate notion of marriage by means of such corporate enactments as Ohio Rev. Code Sec. 3101.08.

10. STATE OF OHIO, by being a corporation has no authority to "abrogate" or otherwise interfere with common law rights as it attempted to do by means of Ohio Rev. Code Sec. 3101.08. Said corporate bylaw called a "statute" is either void *ab initio* or inapplicable to claimant because claimant is not a "person" within the meaning of that enactment.

11. Agents of STATE OF OHIO specifically failed to inform claimant or respondent Smith that by registering their contract of matrimony, said STATE OF OHIO and/or its affiliates, branches, and subsidiaries would be considered to be a third party to said contract. Respondent agents never informed claimant or respondent Smith that other agents of STATE OF OHIO, would deem that STATE OF OHIO had a contractual interest in the financial and biological property of the contract of matrimony between claimant and respondent Smith.

12. Said claimant and respondent Smith were never informed that by registering the contract of matrimony they would be deemed to have consented to unstated claims in the future from STATE OF OHIO. No agent of STATE OF OHIO and no respondent herein ever informed claimant or respondent Smith that STATE OF OHIO, through its agents, would later utilize the license and certificate to claim a parental interest in the couple's sons and daughters as biological property.

13. Neither claimant nor respondent Smith ever knowingly or lawfully entrusted any of the sons and daughters of their marriage to agents of STATE OF OHIO, or agents of any of its affiliates, branches, parent corporations, or subsidiaries.

14. Parents are not lawfully enabled without their knowledge or consent to indebt, pledge, conscript, or otherwise enter their sons and daughters into any form of bondage, debt, peonage, or enslavement. Any and all relinquishments of individual or parental rights must be voluntary, fully disclosed, and completely enumerated. voluntarily entered into by all parties. "Consent" to terms and conditions of a contract that are undisclosed is not consent at all. Without a full disclosure of the STATE's true agenda to become a party to the contract of matrimony and without claimant's explicit agreement to all said terms and conditions, which were undisclosed to claimant and respondent Smith, their signatures on any marriage license were obtained by fraud and

are therefore meaningless. Any contracts failing these requirements and merely being presumed to exist are null and void, once rebutted, as claimant is doing by means of this Notice and Affidavit.

15. A contract must be entered into knowingly, intelligently, intentionally, and with fully informed consent. Otherwise, there is no contract.

16. Claimant and respondent Smith were induced while under duress and under coercion exerted by fraudulent representations of agents of STATE OF OHIO to believe they were required to apply for and then "register" their license and marriage certificate granting them unnecessary permission to enter into a contract of matrimony with one another.

17. Claimant denies being liable or responsible for the errors and omissions committed by said respondent Blow, by any of his said agents or coworkers, or by any other respondent, their agents, or principals.

18. Other agents of UNITED STATES and/or of STATE OF OHIO considered to be "judges" or "justices" have conceded that licenses are only for the purpose of granting permission to engage in an otherwise unlawful or illegal activity. Matrimony is not an unlawful or illegal activity.

19. Neither claimant nor respondent Smith was at any time required to obtain permission in the form of a license to engage in any lawful activity. This includes, without limitation, their contract to marry one another.

20. The marriage licensing scheme which respondent Blow implements is based on statutes that apply only to legal fiction 14th Amendment "persons" and citizens of UNITED STATES. Such licensing schemes are inapplicable to claimant because she is neither a legal fiction 14th Amendment "person" nor a citizen of the corporate UNITED STATES.

21. Respondent Blow's charging of fees and threatened imposition of corporate by laws called statutes upon claimant or upon the sons and daughters of the matrimony between her and respondent Smith, constituted an interference with claimant's contract of matrimony with respondent Smith.

22. No respondent or other agent of STATE OF OHIO at any time had authority to enforce any statute such as Ohio Rev. Code Sec 3101.08 to prohibit the common law matrimonial contract between claimant and respondent Smith because such statute only applies to legal fiction PERSONS seeking a marriage contract recognized by the corporate STATE OF OHIO. Claimant is not now and was not at any relevant time, a legal fiction PERSON or UNITED STATES citizen subject to self-serving corporate bylaws called "statutes" and "codes".

23. Claimant never voluntarily and without coercion, consented to the charging of fees, the imposition of corporate bylaws called statutes, or any other interference with her right to freely enter into contracts, including without limitation, her matrimonial contract to respondent Smith.

24. Interference with contract is an activity specifically prohibited to STATE OF OHIO, and to UNITED STATES, their affiliates, subsidiaries, branches, or to any of the agents, contractors, or employees of said corporations.

25. Claimant denies that any agent, employee, contractor, or officer of STATE OF OHIO or of the corporate UNITED STATES or of its branches, affiliates, or subsidiaries or parent corporations currently have or have ever had any authority to have imposed any requirement that she or respondent Smith would be required to register their matrimonial contract with any entity employing any of the respondents above named.

26. Claimant hereby rescinds and revokes any signature or autograph she may have provided upon any marriage license or application therefor. She also rebuts any presumptions respondents may deem to exist because of said marriage license, application therefor, the marriage certificate, or any recordings of same.

27. Claimant hereby rescinds and rejects any contract she may be deemed to have entered with respondents Blow, Logan, or lancu or with any entity, corporation, legal fiction, person, man, woman, or agent with which said respondents do business, because not one of said respondents, their agents, or principals, provided full disclosure regarding the terms, conditions, assumptions, presumptions, reciprocity, requirements, governing laws, principles or doctrines required before any contract may be considered valid and enforceable as to any entity except claimant and respondent Smith. Any deemed consent to said marriage license or to the recording or registering of any marriage certificate, failed to give rise to any inference that there was any third party to any presumed marriage contract or contract of matrimony between claimant and respondent Smith. Claimant never provided any consent to having the corporate STATE be a party to her contract of matrimony with respondent Smith.

28. Claimant hereby rebuts any and all undisclosed presumptions respondents may deem to have been created by the marriage license or certification process.

29. Claimant hereby rebuts any inference that by signing such Marriage License or Application that she ever gave to the corporate STATE or its agents or contractors, any power of attorney over her body, her property, or the sons and daughters of the contract of matrimony she and respondent Smith created under the laws and blessings of God.

30. Claimant specifically rejects any legal fiction created by the corporate STATE, through its agents, which may include without limitation the notions of *parens patriae* and/or *in loco parentis* by which said STATE may presume to stand as a parent to the sons or daughters of the contract of matrimony between her and respondent Smith, or to be guardians of her morality or that of anyone of her house.

31. Any presumed joining of the corporate STATE into some sort of three party contract with claimant and respondent Smith was ineffective and void *ab initio* because of the superior principles embodied in the common law maxim that unequal things must not be joined. *Disparata non debent jungi*.

32. To the degree that the corporate STATE or its agents presumed that it was capable of forming some sort of three party contract with a husband and wife would constitute an act of polygamy, a criminal act to which claimant never consented.

33. There is no public or private "necessity" that would ever excuse the corporate STATE or its agents from liability for attempts to engage in acts of polygamy, fraud, or any other acts of infringement upon the rights of claimant and respondent Smith to enter into a matrimonial contract under the laws of God.

34. The corporate STATE OF OHIO never provided any lawful consideration to support the presumed marriage contract to which its agents ever deemed it to be a party. Claimant never received any benefit from the marriage license, certificate, or the presumed contract associated therewith. The marriage contract, as opposed to the contract of matrimony, is void due to the absence of lawful consideration to support it.

35. Claimant rejects all rights, duties, benefits and liabilities deemed to have been created by the marriage license/marriage certificate process or any contract deemed to have arisen therefrom. Any benefits claimant or respondent Smith realized from their union was a result of their contract of matrimony and resultant blessings from God, not from any presumed and non-existent beneficence from the corporate STATE.

36. Claimant reserves her natural common law right not to be compelled to perform under any contract that she did not enter into knowingly, voluntarily, and intentionally. Claimant likewise does not accept the liability associated with the compelled and pretended "benefit" of any hidden or unrevealed contract or commercial agreement. As such, any hidden or unrevealed contracts that supposedly create obligations to perform, for persons of subject status, are inapplicable to claimant, the living woman, and are null and void.

37. If claimant has participated in any of the supposed "benefits" associated with these hidden contracts, she has done so under duress, due to threats of violence and fraudulent non-disclosure. Any such participation does not constitute "acceptance" in contract law, because of the absence of full disclosure of any valid "offer" or uncoerced consent. Without a valid voluntary offer and acceptance, knowingly entered into by both parties, there is no "meeting of the minds," and therefore no valid contract. Any supposed "contract" is therefore and has always been void *ab initio*.

38. The original marriage license application asked claimant and respondent Smith to provide Social Security numbers on the application. Claimant provided the number assigned to the estate or other entity created by agents of STATE OF OHIO or UNITED STATES by means of the misuse of the all caps name. There is no lawful or legal requirement that any of the men and women of Ohio must acquire such a number or disclose it for identification or for other purposes. The entities to which said numbers

were assigned were not parties to any contract of matrimony.

39. Because fraud vitiates licenses, contracts, instruments, and even judgments, this marriage license, application, and certificate are all null and void *ab initio*.

40. I therefore hereby revoke, rescind my signature for good cause from the original marriage license application, and rebut any presumption that my signature or autograph upon the marriage license application gave Power of Attorney over my person and/or property to STATE OF OHIO, UNITED STATES, or any other corporate entity. Neither respondent Blow nor any of his agents or principals disclosed that a power of attorney was being transferred because of my signature on the marriage license documents. I likewise hereby rebut any possible power of attorney presumptions which may have been created by the marriage license/certification process without my prior knowing consent and disclosure of same.

41. Any who wish to challenge the facts or conclusions set forth hereinabove must do so by responding to this Notice with a verified Affidavit by a man or woman with first-hand knowledge of any of the facts set forth hereinabove, within 30 days of last publication delivered by U.S. certified mail, restricted delivery, to John Brown as follows:

John Brown
[c/o] 150 Pleasant Street
Pleasantville, Ohio [45???)
[united States of America]

Affidavit of Jane Marie Smith

1. I am not a legal fiction “person”, “resident”, employee, or citizen of the entity variously known as STATE OF OHIO, UNITED STATES, united States of America, United States of America, or UNITED STATES CORPORATION COMPANY, nor of its subsidiaries, affiliates, franchisees or contractors, whether or not known by other names and legal fictions. I am therefore not subject to corporate enactments of the aforementioned entities unless I specifically consent to be so subject after full and fair disclosure. I therefore do not now and did not at any time consent to participate in respondents’ marriage license or marriage certificate process. Since I am not a legal fiction “person” or UNITED STATES citizen, I may not be subjected to enactments of the aforementioned corporations in order to marry.

2. I am not an estate, chattel property, a transmitting utility, a British or Vatican subject, employee of the STATE OF OHIO or of any other corporation purporting to do business as part of government. I am not a *cestui que vie* trust, a vessel, lost or misplaced cargo, a corporate fiction “person”, a corporation, a ship, a dead body, a patient, a belligerent, an enemy combatant, a client or a slave.

3. I am not the entity represented by the all caps name created on (Date birth registered) by the certificate of live birth, which appropriated my infant identity without

the informed consent of either of my parents, thereby perpetrating a fraud against them and me. Their signatures on the Certificate were extracted by means of said fraud and duress exercised against my unsuspecting parents.

4. I am likewise not the surety for any estate or other entity referred to by use of the all caps name used on the marriage certificate, marriage license, or any application therefor.

5. Nor am I the estate represented by the all capital letter perversion of my birth name any variation of the legal fiction all caps name, including without limitation, JANE M. DOE, JANE M. SMITH, JANE MARIE SMITH, JANE DOE SMITH, JANE MARIE DOE, and others created by means of the Certificate of Live Birth or utilized in the marriage certificate or marriage license, or marriage license application. The creation, utilization or administration of any and all assets related to, or created under, any of said legal fiction names, by respondents, their agents, or any men and women unknown to this claimant, imposes no liabilities upon me, the living woman. I am entitled to a full accounting from any such men and women who may currently and/or who have in the past, generated income without my informed consent by means of said legal fiction names during the corporate marriage application and certification process.

6. I am not subject to any corporate bylaws called "statutes" which may govern the marriage license and certification activities of the entities for whom respondents Blow, Logan, and Iancu, Socialworker, or Pencilpusher are acting as agents.

7. I am not subject to any corporate bylaws called "statutes" which may govern the registration activities of the entities for whom respondents Blow, Logan, and Iancu, Socialworker, Pencilpusher, are or have been acting as agents during or after the marriage application, license, or certification process, described herein.

8. I do not recognize that the *de facto* corporate government or its contractors have the authority to amend or repeal the protections accorded to the contract of matrimony found in the Holy Bible, Magna Carta, Declaration of Independence, the 1787 Constitution for the united states of America, or of the 1781 Articles of Confederation.

9. I reserve my right to choose when to allow any legal fiction created using my name to be and when to not be in contract with any corporation, including respondents' employers or other corporations doing business as governmental entities. *Merrion v. Jicarilla Apache Tribe*, 455 U.S. 130, 144-148 (1982)

10. I make this rescission voluntarily and without prejudice, on the grounds of fraud, misrepresentation and concealment of material facts regarding respondents' absence of authority to subject me to the aforementioned marriage licensure process or to infringe on my right to contract as a private competent natural born woman upon the land without impairment.

11. I reject any so-called benefits of the marriage license or marriage certificate including without limitation any deemed privilege to be regulated by corporate bylaws called statutes, codes, and decisions created by corporate actors called "judges".

I further rebut any presumption or legal fictions that could deem that being subjected to such corporate rules constitute any benefit at all.

12. I also hereby reserve my natural common law right not to be compelled to perform under any contract that I did not enter into knowingly, voluntarily, and intentionally. I do not accept the liability associated with the compelled and pretended "benefit"* of any hidden or unrevealed contract or commercial agreement. As such, the hidden or unrevealed contracts that supposedly create obligations to perform, for persons of subject status, are inapplicable to me, and are null and void.

13.If I have participated in any of the supposed "benefits" associated with any hidden contracts, I have done so because of threats of violence, under duress, and/or for lack of any other practical alternative. Any such participation does not constitute "acceptance" in contract law, because of the absence of full disclosure of any valid "offer," or any voluntary consent without misrepresentation or coercion. Without a valid voluntary offer and acceptance, knowingly entered into by all parties to any alleged contract, there is no "meeting of the minds," and therefore no valid contract. Any supposed "contract" is therefore void, *ab initio*.

DECLARATION OF CLAIMANT UNDER PENALTY OF PERJURY

I, Jane Marie Smith, state under penalty of perjury as I shall answer unto God and as set forth in the laws of the *de jure* United States of America, that the statements contained in the above and foregoing "Notice and Affidavit Rescinding Marriage License and Marriage Certificate and Rebutting all Legal Presumptions Contained therein" are true and correct.

Jane Marie Smith, Claimant Seal

Executed on this _____ day of _____, 20____ without the UNITED STATES and in the presence of the witnesses set forth hereinbelow:

DECLARATION OF WITNESSES

We the undersigned witnesses, hereby affirm under penalty of perjury under the laws of the United States of America, on the date written above, that the living woman known to us as Jane Marie Smith appeared before us and declared upon her oath that the statements made in this instrument, to which we saw her place her right thumb print official seal, were made of her own free will, act and deed for the purposes stated, and that we have each also affixed our own individual right thumb print official seals as indicated hereinbelow.

Alice Brown, Witness

Seal

Bill Brown, Witness

Seal

Carl Brown, Witness

Seal

David Brown, Witness

Seal