

Steven Alan Magritz
C/o Kenneth A. Kraucunas, Notary Public
P.O. Box 342443, Milwaukee, Wisconsin 53234

district court of the United States

District of Columbia

Steven Alan Magritz, Complainant

Against

Ozaukee County, a public corporation, a political subdivision of State of Wisconsin;
Ozaukee County Sheriff's Department, a quasi-military Agency;
62.25 acres of land in the town of Fredonia, county of Ozaukee, Wisconsin;
And,

the following public officers in their individual capacities and in their official capacities as officers or officials or employees or associates or agents of one of the named respondents, and the spouses of each respondent, as well as the communal property of each respondent:

Thomas E. Winker, Robert A. Brooks, William S. Niehaus, Lee Schlenvogt, Daniel P. Becker, Joseph A. Dean, Raymond G. Meyer II, Timothy F. Kaul, Jacob Curtis, Daniel R. Buntrock, Kathlyn T. Geracie, Andrew A. Petzold, Patrick Marchese, Karl V. Hertz, Cynthia G. Bock, Robert T. Walerstein, Nancy Sharp Szatkowski, John J. Slater, Jennifer K. Rothstein, Rose Hass Leider, Donald G. Dohrwardt, Richard C. Nelson, Alan P. Kletti, Thomas H. Richart, John C. Grosklaus, Glenn F. Stumpf, Gerald E. Walker, Gustav W. Wirth, Jr., James H. Uselding, Kathlyn M. Callen, Mark A. Cronce, Maurice A. Straub, Karen L. Makoutz, Ronald A. Voigt, Dennis E. Kenealy, Thomas W. Meaux, Andrew T. Struck, Sandy A. Williams, Andrew T. Gonring, Rhonda K. Gorden, Adam Y. Gerol, and Doe # 1 through Doe # 30 -- *(Names and addresses of all known Respondents are set forth in Exhibit C, incorporated herein by reference)*,

Respondents.

EXHIBITS INCLUDED BY REFERENCE IN:
COMPLAINANT'S VERIFIED COMPLAINT FOR:
DECLARATORY JUDGMENT; IMPOSITION OF A CONSTRUCTIVE
TRUST; AN ACCOUNTING; BREACH OF FIDUCIARY DUTY BY
PUBLIC OFFICERS / BREACH OF THE PUBLIC TRUST; QUO
WARRANTO; AND, REVOCATION OF CORPORATE CHARTER

EXHIBITS A - O Total 158 pages

EXHIBIT A

8 0 4 3 4 3 0
Tx:4033471

CONFIRMATION DEED

Document Number

Document Title

This Confirmation Deed is made on May 16, 2011 by Betty Jane Magritz (Grantor) of [redacted] Wisconsin and Steven Alan Magritz (Grantee) c/o [redacted], Wisconsin.

Grantor conveyed to Grantee by Warranty Deeds the lands described in the Deeds, which Deeds were dated September 14, 1990 and recorded in the book of deeds, Document Number 435131, Volume 683, Page 210, and Document Number 435132, Volume 683, Page 212, in the office of the Register of Deeds, Ozaukee County, Wisconsin. Copies of the Deeds are attached hereto and incorporated herein by reference. These Deeds were not intended to be executed to the public.

In the aforesaid incorporated Deeds, by mistake of the parties, the following mistakes have thus far been identified:

1. The name of the Grantee was incorrectly abbreviated as Steven A. Magritz instead of being correctly set forth as Steven Alan Magritz
2. The venue was incorrectly stated as being in the corporation named State of Wisconsin, instead of correctly stating as being on the land of geographic Wisconsin.
3. The granting phrase incorrectly stated "An undivided one-half interest as tenant-in-common" instead of the correct phrase "An undivided one-half interest as a freehold"
3. The boiler plate phrases incorrectly stated, to wit, "the said Grantor, for a valuable consideration, conveys to Grantee the following described real estate", and, "Together with all and singular the hereditaments and appurtenances thereunto belonging, And warrants that the title is good, indefeasible in fee simple and free and clear of encumbrances except -none- and will warrant and defend the same" instead of correctly stating

"The Grantor, having received the purchase money from the Grantee, does by these presents, Give and Grant to Steven Alan Magritz and to his heirs, the land (common law definition, which includes everything both above and below the surface) described in this Indenture, to have and to hold the same, together with all the rights, privileges, immunities, and appurtenances of whatsoever nature, thereunto belonging, unto the said Steven Alan Magritz and his heirs and assigns forever; and further, the Grantor, for herself and her heirs and assigns, covenants (1) that the Grantor is lawfully seized of the land, (2) that she has good right to sell, transfer, assign, and convey all rights, titles, and interests in the land, (3) that the premises are free from all encumbrances (except a contract with the corporation named State of Wisconsin, which expires December 31, 1996), (4) that the Grantor and her heirs and assigns will forever warrant and defend the Grantee and his heirs and assigns against every person lawfully claiming the premises or any part thereof, (5) that the Grantor and her heirs and assigns will guarantee the quiet enjoyment of the premises to the Grantee and his heirs and assigns, and (6) that the Grantor and her heirs and assigns will, on demand of the Grantee or his heirs or assigns, execute any instrument necessary for the further assurance of the title to the premises that may be reasonably required."

To prevent future difficulties, and to permit recordation of deeds that reflect the true intent of the parties, the parties desire to correct the mistakes and in exchange of their mutual promises hereby set forth their signatures to bear witness of the same, nunc pro tunc September 14, 1990. The metes and bounds description of the granted land is attached hereto and incorporated herein by reference

Betty Jane Magritz

Steven Alan Magritz

State of Wisconsin)
Ozaukee County) ss

Personally came before me this 16th day of May, 2011 the above named Betty Jane Magritz and Steven Alan Magritz to me known to be the persons who executed the foregoing instrument and acknowledge the same

Karen S. Koller

My Commission expires

3/3/2013

THIS PAGE IS PART OF THIS LEGAL DOCUMENT - DO NOT REMOVE.

This information must be completed by the submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document. This instrument was prepared by Steven Alan Magritz

WRDA Rev 12/22/2010

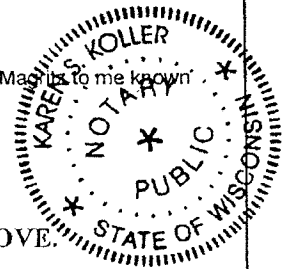
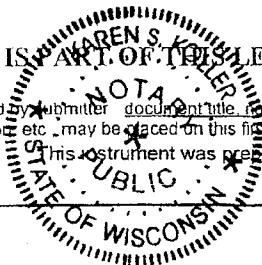


EXHIBIT A
Page 1 of 7

I certify that this is a true and correct copy of a document on file and of record in my office and has been compared by me.

11-15-2011 *Patricia J. Dore*
Date Register of Deeds (Notary)

0953740
RONALD A. VOIGT
OZAUKEE COUNTY
REGISTER OF DEEDS
RECORDED ON
11/15/2011 08:34 AM
REC FEE: 30.00
PAGES: 4
EXEMPT #: 77.25 (3)

Recording Area

Name and Return Address

Steven Alan Magritz

04-034-09-001 00

Parcel Identification Number (PIN)

Legal Description Attachment to Confirmation Deed

Seller (Grantor): Betty Jane Magritz

Buyer (Grantee) Steven Alan Magritz

Legal Description Attachment to Confirmation Deed dated May 16, 2011 nunc pro tunc September 14, 1990

Parcel Identification Number (PIN): 04-034-09-001.00

1. Forty-seven (47) acres, more or less, situated in Government Lots 8 and 9 in Fractional Section 34, Town 12 North, Range 21 East, in the Town of Fredonia, Ozaukee County, Wisconsin, more particularly bounded and described as follows: Commencing at a point located 800 feet north of the south line of Government Lot 9 and 35 feet East of the west line of said Government Lot 9; the boundary line of said 47 acres running thence North 0° 59' East 570 feet to a point; thence East parallel to the North line of said Government Lot 9, 1737 feet, more or less, to the West shore line of the Milwaukee River; thence Southerly along the West shore line of the Milwaukee River, 1600 feet, more or less, to a point in the South line of Government Lot 9; thence West to a point in said South line 700 feet East of the Southwest corner of Government Lot 9; thence North 0° 59' East 800 feet to a point; thence West parallel to said South line 665 feet to the point of beginning.

2. Thirteen (13) acres, more or less, situated in Government Lots 8 and 9 in Fractional Section 34, Town 12 North, Range 21 East, in the Town of Fredonia, Ozaukee County, Wisconsin, more particularly bounded and described as follows: Commencing at the southwest corner of said Lot 9, said point being 1320 feet East of the southwest corner of Fractional Section 34; thence North 0° 59' East on a line 1320 feet East of and parallel to the west line of Fractional Section 34 aforesaid 1370 feet to a point; thence East on a line parallel to the south line of Government Lot 9, 35.00 feet to a point; thence South in a line parallel to the west line of said Fractional Section 34, 570.00 feet to a point; thence East in a line parallel to the South line of said Government Lot 9, 665.00 feet to a point; thence South in a line parallel to the west line of said Fractional Section 34, 800.00 feet to a point in the south line of said Government Lot 9; thence west along the said south line of said Government Lot 9, 700.00 feet to the place of beginning; also the following described land, situated in the County of Ozaukee and state of Wisconsin, to-wit: The North One Thousand Three Hundred Twenty (1320) feet of the East Thirty-Three (33) feet of the West One-half of the Southwest Quarter of Section Thirty-four (34), Township Twelve (12), North of Range Twenty-one (21) East, in the Town of Fredonia, Ozaukee County, Wisconsin, all South of the Town Road.

3. The east 33.00 feet of the west 1287.00 feet of the north 1485.00 feet of the South West 1/4 of Section 34 and the east 33.00 feet of the west 1320.00 feet of the south 165.00 feet of the north 1485.00 feet of the South West 1/4 of Section 34, Township 12 North, Range 21 East, in the Town of Fredonia, Ozaukee County, Wisconsin, containing 1.25 acres of land, more or less. All south of the Town Road.

DOCUMENT NO.

STATE BAR OF WISCONSIN FORM 1-1982

AGE RESERVED FOR RECORDING DATA

WARRANTY DEED

435131

VOL 683 PAGE 210

RECORDED

This Deed, made between Betty Jane Magritz

and Steven A. Magritz, Grantor,

Grantee,

Witnesseth, That the said Grantor, for a valuable consideration.....

conveys to Grantee the following described real estate in Ozaukee
County, State of Wisconsin:

Her remaining undivided one-half ($\frac{1}{2}$) interest
as tenant-in-common in the following described
real estate:

See schedule A attached for legal description.

1990 SEP 18 PM 3:00

REGISTER OF DEEDS

225.00

Milwaukee Western Bank mv
6001 W. Capitol Drive
Milwaukee, WI 53216 \$10

Tax Parcel No. 04-034-09-001.00*

This is homestead property.
(is) (is not)

Together with all and singular the hereditaments and appurtenances thereto belonging;

And

warrants that the title is good, indefeasible in fee simple and free and clear of encumbrances except

none

and will warrant and defend the same.

Dated this 14th day of September, 1990.

.....(SEAL)

.....(SEAL)

.....(SEAL)

.....(SEAL)

AUTHENTICATION

Signature(s)

authenticated this day of, 19.....

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not,
authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

S. Magritz

(Signatures may be authenticated or acknowledged. Both
are not necessary)

*Names of persons signing in any capacity should be typed or printed below their signatures

WARRANTY DEED

STATE BAR OF WISCONSIN

ACKNOWLEDGMENT

STATE OF WISCONSIN

Milwaukee County.

Personally came before me this 14th day of
September, 1990 the above named
Betty Jane Magritz

to me known to be the person who executed the
foregoing instrument and acknowledge the same.

Dean L. Niemuth, Sr.

Notary Public Milwaukee County, Wis.

My Commission is permanent. (If not, state expiration

date: April 21, 1991)

EXHIBIT A
Page 3 of 7

Wisconsin Legal Blank Co. Inc.

DOCUMENT NO.

435132

STATE BAR OF WISCONSIN FORM 1 — 1982

WARRANTY DEED

VOL 683 PAGE 212

THIS SPACE RESERVED FOR RECORDING DATA

RECORDED

This Deed, made between Betty Jane Magritzand Steven A. Magritz

Witnesseth, That the said Grantor, for a valuable consideration.

conveys to Grantee the following described real estate in Ozaukee
County, State of Wisconsin:An undivided one-half ($\frac{1}{2}$) interest as
tenant-in-common in the following described
real estate:

See schedule A attached for legal description.

1990 SEP 18 PM 3:00

REGISTER OF DEEDS
OZAUKEE COUNTY, WIMilwaukee Western Bank mv
6001 W. Capitol Drive
Milwaukee, WI 53216 \$1000

Tax Parcel No. 94-034-09-001.00 *

This is
(is) (is not) homestead property.

Together with all and singular the hereditaments and appurtenances thereunto belonging;

And, warrants that the title is good, indefeasible in fee simple and free and clear of encumbrances except
none

and will warrant and defend the same.

Dated this 14th day of September, 1990

(SEAL)

(SEAL)

(SEAL)

(SEAL)

AUTHENTICATION

Signature(s) _____

authenticated this _____ day of _____, 19____

* TITLE MEMBER STATE BAR OF WISCONSIN

(If not
authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

S. Magritz(Signatures may be authenticated or acknowledged. Both
are not necessary.)

ACKNOWLEDGMENT

STATE OF WISCONSIN

Milwaukee County.Personally came before me this 14th day of
September, 1990 the above namedBetty Jane Magritzto me known to be the person who executed the
foregoing instrument and acknowledge the same.* Dean L. Niemuth, Sr.Notary Public Milwaukee County, Wis.My Commission is permanent. (If not, state expiration
date: April 21, 1991.)

*Names of persons signing in any capacity should be typed or printed below their signatures.

WARRANTY DEED

STATE BAR OF WISCONSIN
FORM No. 1 — 1982Wisconsin Legal Blank Co. Inc.
Milwaukee, Wis.EXHIBIT A
Page 4 of 7

eRETR - Electronic Real Estate Transfer Return
Wisconsin Department of Revenue

This return was filed on November 11, 2011 at 9:15 AM with receipt 1YBOD.
The transfer has not been recorded by the Ozaukee County Register of Deeds.
This return was filed electronically.

^ **Grantors**

Betty Jane Magritz (Individual)

Address:

, Wisconsin

Phone number:

Email:

Relationship with some grantee is:

Family (Mother/son)

Grantor type:

Individual

Ownership interest transferred:

Full

Grantor retains use right:

None

^ **Grantees**

Steven Alan Magritz (Individual)

Address:

Phone number:

Email:

Grantee type:

Individual

^ **Parcels**

County:

Ozaukee

Property legal description:

1. Forty-seven (47) acres, more or less, situated in Government Lots 8 and 9 in Fractional Section 34, Town 12 North, Range 21 East, in the Town of Fredonia, Ozaukee County, Wisconsin, more particularly bounded and described as follows: Commencing a

All of parcel **04-034-09-001.00** in the TOWN OF FREDONIA

Physical property address:

W3797 Shady Lane

Section/Township/Baseline/Range/Meridian:

S34 / T12N / R21E

Subdivision or condo/Lot or unit#/Block:

Primary residence of grantee:

No

^ **Fee computation**

Total value of real estate transferred:

\$0.00

Value subject to fee:

\$0.00

Transfer fee due:

\$0.00

Transfer fee exemption number:

3 (435131 & 435132)

Personal property value excluded from total value:

\$0.00

EXHIBIT A
Page 5 of 7

Property value exempt from local property tax: \$0.00

^ **Tax bill mailing address**

Send tax bill to:

NOT TAXABLE - PRIVATE PROPERTY
NOT TAXABLE - PRIVATE PROPERTY
NOT TAXABLE - PRIVATE, Wisconsin 99999

^ **Transfer and financing**

Transfer type:

Sale |

Conveyance document type:

Other (Confirmation Deed / Correction Deed dated September 14, 1990)

Conveyance date:

September 14, 1990

Grantee's financing:

None |

^ **Physical description**

Property type:

Other (Private property)

Predominant use:

Miscellaneous

Predominant use explanation:

Private property

Lot square footage:

0

Total acres:

61.3

MFL/PFC acres:

0

Feet of water frontage:

1600

^ **Agents and preparer**

Grantors' agent - none

Grantees' agent - none

Preparer - none

^ **Weatherization**

Is property subject to residential rental weatherization standards?

No, with exclusion code W-3 .

^ **System information**

Filed on:

November 11, 2011 at 9:15 AM

EXHIBIT A
Page 6 of 7

^ **Full legal description**

1. Forty-seven (47) acres, more or less, situated in Government Lots 8 and 9 in Fractional Section 34, Town 12 North, Range 21 East, in the Town of Fredonia, Ozaukee County, Wisconsin, more particularly bounded and described as follows: Commencing at a point located 800 feet north of the south line of Government Lot 9 and 35 feet East of the west line of said Government Lot 9; the boundary line of said 47 acres running thence North 0o 59' East 570 feet to a point; thence East parallel to the North line of said Government Lot 9, 1737 feet, more or less, to the West shore line of the Milwaukee River; thence Southerly along the West shore line of the Milwaukee River, 1600 feet, more or less, to a point in the South line of Government Lot 9; thence West to a point in said South line 700 feet East of the Southwest corner of Government Lot 9; thence North 0o 59' East 800 feet to a point; thence West parallel to said South line 665 feet to the point of beginning. 2. Thirteen (13) acres, more or less, situated in Government Lots 8 and 9 in Fractional Section 34, Town 12 North, Range 21 East, in the Town of Fredonia, Ozaukee County, Wisconsin, more particularly bounded and described as follows: Commencing at the southwest corner of said Lot 9, said point being 1320 feet East of the southwest corner of Fractional Section 34; thence North 0o 59' East on a line 1320

feet East of and parallel to the west line of Fractional Section 34 aforesaid 1370 feet to a point; thence East on a line parallel to the south line of Government Lot 9, 35.00 feet to a point; thence South in a line parallel to the west line of said Fractional Section 34, 570.00 feet to a point; thence East in a line parallel to the South line of said Government Lot 9, 665.00 feet to a point; thence South in a line parallel to the west line of said Fractional Section 34, 800.00 feet to a point in the south line of said Government Lot 9; thence west along the said south line of said Government Lot 9, 700.00 feet to the place of beginning; also the following described land, situated in the County of Ozaukee and state of Wisconsin, to-wit: The North One Thousand Three Hundred Twenty (1320) feet of the East Thirty-Three (33) feet of the West One-half of the Southwest Quarter of Section Thirty-four (34), Township Twelve (12), North of Range Twenty-one (21) East, in the Town of Fredonia, Ozaukee County, Wisconsin, all South of the Town Road. 3. The east 33.00 feet of the west 1287.00 feet of the north 1485.00 feet of the South West 1/4 of Section 34 and the east 33.00 feet of the west 1320.00 feet of the south 165.00 feet of the north 1485.00 feet of the South West 1/4 of Section 34, Township 12 North, Range 21 East, in the Town of Fredonia, Ozaukee County, Wisconsin, containing 1.25 acres of land, more or less. All south of the Town Road.

EXHIBIT A
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EXHIBIT B

UNIFORM COMMERCIAL CODE
STATE OF WISCONSIN
DEPT OF FINANCIAL INSTITUTIONS
345 W Washington Ave
P O BOX 7847
MADISON, WI 537077847

Monday, January 08, 2001

Account Number: 0000012955
Search Number: 0000167049

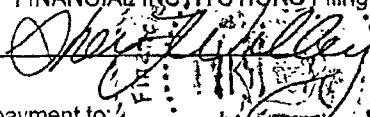


Dear 

On 01/08/2001, the undersigned filing officer certifies that the attached printout lists any presently effective UCC statements which exactly match the particular debtor name for which you submitted a search request and, if found, certain other statements which might name the debtor. This search includes only statements which were filed in the identified filing offices prior to the close of business on the dates listed on the last page of this report.

The attached 123 pages are true and exact copies of any of the above UCC statements on file in this office which exactly match the particular debtor name for which you submitted a search request. You may request copies of other statements by submitting a request to the filing office where the document was originally filed, as indicated by the first three digits of the Filing Number. (See the filing office code on the last page of this report.)

Certified by: John F Kundert
DEPT OF FINANCIAL INSTITUTIONS Filing Officer



Statutory Fee: \$10.00
Copies Fee: \$123.00
Sub Total: \$133.00
Amount Applied: \$133.00

Balance Due: \$0.00

Please remit payment to:
DEPT OF FINANCIAL INSTITUTIONS
345 W Washington Ave
P O BOX 7847
MADISON, WI 537077847

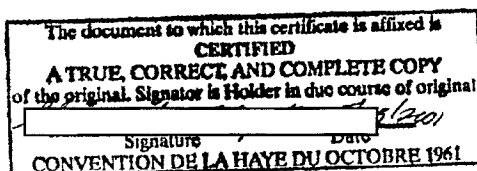
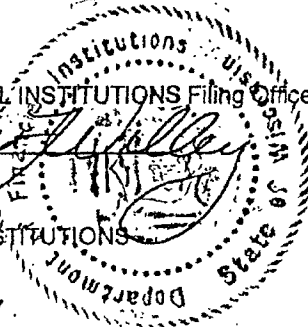


EXHIBIT B
Page 1 of 9

Wisconsin UCC Search Results

Page 1

Search Request Number: 0000167049 Search Office: 075 Search Performed on: 01/08/2001

Submitter Number: 0000012955 Submitter Name: Contact Name: Call Back NO

Fax Back: NO Fax Number:

Search Criteria: MAGRITZ, STEVEN A

Supporting Criteria: W3793 SHADY LN SAUKVILLE WI

Completed By: Sheri Willey

Debtors of Record			Secured Party(s) of Record		
Filing Office	Filing Number	Filing Type	Effective Date - Time	Filing #	Filing Type Effective Date / Time Expires
045	00234961	801	1999-09-14 10:15 AM	00234961	801 ORIG 1999-09-14 10:15 AM 2004-09-14
MAGRITZ, STEVEN A			STEVEN-ALAN MAGRITZ	00236093	821 AMND 2000-10-12 01:00 PM
W3797 SHADY LANE			C/O W3797 SHADY LN		
SAUKVILLE WI 53080-0000 USA			SAUKVILLE WI 53080-0000 USA		
			-END OF FILING # 00234961 -		
Filing Office	Filing Number	Filing Type	Effective Date - Time	Filing #	Filing Type Effective Date / Time Expires
045	00235199	803	1999-11-29 11:30 AM	00235199	803 ORIG 1999-11-29 11:30 AM 2004-11-29
MAGRITZ, STEVEN A			STEVEN-ALAN MAGRITZ		
W3797 SHADY LANE			W3797 SHADY LANE		
SAUKVILLE WI 53080-0000 USA			SAUKVILLE WI 53080-0000 USA		
			-END OF FILING # 00235199 -		
Filing Office	Filing Number	Filing Type	Effective Date - Time	Filing #	Filing Type Effective Date / Time Expires
075	01881263	804	1999-09-14 08:00 AM	01881263	804 TRAN 1999-09-14 08:00 AM 9999-12-31
MAGRITZ, STEVEN A			STEVEN-ALAN MAGRITZ	01895693	821 AMND 1999-11-02 08:00 AM
W3797 SHADY LN			%W3797 SHADY LN	01903058	841 RELS 1999-11-29 08:00 AM
SAUKVILLE WI 53080 USA			SAUKVILLE WI 53080 USA	01903325	821 AMND 1999-11-29 08:00 AM
				01955417	821 AMND 2000-05-11 08:00 AM
				01980146	821 AMND 2000-08-03 10:30 AM
				01999470	821 AMND 2000-10-12 08:00 AM

-END OF FILING # 01881263 -

-END OF FILING REPORT-

EXHIBIT B Page 2 of 9
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1. Debtor (Legal Name Of Entity Or Last Name If An Individual) First Name Middle Initial
MAGRITZ STEVEN A.

1A. Mailing Address:
W3797 SHADY LANE (DEBTOR IS A TRANSMITTING UTILITY)

1B. City, State, Zip Code 1C. Social Security or Federal Tax ID No.
SAUKVILLE, WI 53080

2. Additional Debtor (If Any) (Legal Name Of Entity Or Last Name If An Individual) First Name Middle Initial
MAGRITZ CHIEKO

2A. Mailing Address:
W3797 SHADY LANE

2B. City, State, Zip Code 2C. Social Security or Federal Tax ID No.
SAUKVILLE, WI 53080

3. Additional Debtor (If Any) (Legal Name Of Entity Or Last Name If An Individual) First Name Middle Initial

3A. Mailing Address

3B. City, State, Zip Code 3C. Social Security or Federal Tax ID No.

4. Secured Party
Name Steven-Alan: Magritz
Address c/o W3797 Shady Lane
City, State, Zip Code Saukville, near [53080]
Wisconsin

5. File With ☒ Department of Financial Institutions ☐ Reg. of Deeds of _____ County

6. Number of Additional Sheets Presented: 9 (Attaching additional pages requires non-standard fee.)

Filing Number - 01881263

Filed - 09/14/1999 - 08:00 AM

Page 1 of 10

Wisconsin Dept of Financial
Institutions

10. Insert Submitter Account Number

16

7217

SUBMITTER ACCOUNT NUMBER

11. Assignee Of Secured Party (If any)

Name
Address
City
State
Zip Code

7. This financing statement covers the following types (or items) of collateral and/or leased goods.

DEBTOR IS A TRANSMITTING UTILITY.

The entry of the Debtor, MAGRITZ, STEVEN A., in the Commercial Registry and the following property: Birth Certificate Number [] State of Wisconsin, copy attached; Employer ID # []; Driver's License Number [] State of Wisconsin; Treasury Direct Number [], all the property is accepted for value and is Exempt from levy. Adjustment of this filing is from Public Policy HJR-192 and UCC 10-104. All proceeds, products, accounts, and fixtures and the Orders therefrom are released to the Debtor.

SEE ATTACHED

SEE ATTACHED

7A. Proceeds of collateral are covered unless checked ☐ 7B. Products of collateral are covered unless checked ☐8. If checked here ☐ the term "Debtor" refers to a "Lessor," (the term "Secured Party" refers to a "Lessor" and this filing is made for informational purposes to provide notice of a personal property lease of the personal property described in number 112. If checked ☐, a "Continuing Business Relationship" under s.409.404(1)(c), Wis. Stats., exists

13. NAME OF DEBTOR (IF ENTITY)

BY SIGNATURE TITLE

[Signature]

SIGNATURE OF INDIVIDUAL DEBTOR

SIGNATURE OF INDIVIDUAL DEBTOR

14. SIGNATURE OF SECURED PARTY OR ASSIGNEE OR ITS AGENT - TITLE
(Signature of Secured Party if required)

Signature of Secured Party permitted in lieu of Debtor's signature when, (if applicable, you must check one of the following boxes)

- A. Collateral is subject to a security interest in another jurisdiction, and
- ☐ Collateral is brought into this state; or
- ☐ Debtor's location was changed to this state; or
- B. Other situations when Debtor's signature is not required
- ☐ Proceeds, see s.409.402(2), Wis. Stats.; or
- ☐ Collateral to which filing lapsed; or
- ☐ Collateral acquired after change of name, identity or corporate structure of Debtor

15. RETURN COPIES TO:

Steven-Alan: Magritz
c/o W3797 Shady Lane
Saukville; near [53080]
Wisconsin

NOTE: PLEASE
COMPLETE #15 AND #16Name
Address
City, State
Zip Code16. Steven-Alan: Magritz
CONTACT PERSON(414) 692-2122
PHONE NUMBEREXHIBIT B
Page 3 of 9

1. Filing Officer Copy


All wages, salaries, commissions, bonuses, tips, and advances.
 All automobiles, and/or other vehicles.
 All agreements and/or contracts, including mail delivery contracts.
 All titles, licenses, registrations, validation stickers, including voter registration, permits, and applications, certificates, and memberships.
 All property leases, equipment leases and others.
 All buildings used for business or storage under Debtor's control, lease or ownership.
 All Military Service discharge papers or related documents.
 All assets from any estates
 All tractors, mowers.
 All fuel tanks.
 All Bank Accounts. All uncashed checks.
 All offshore accounts.
 All property, real and personal.
 All corporeal and incorporeal hereditaments.
 All interest in the good name, and good will of and stocks, furniture, Bank accounts, accounts receivable, accounts payable, insurance policies, and claims, permits, tools, accessories, phone systems, supplies, records, calendars, subscriptions, memberships, permits, manuals, calendars, ledgers, journals, and photographs, miscellaneous papers, notes, and receipts, copiers, computers, answering machines, typewriters, inventory, and any related tools of trade of any business enterprise, including title of any office.
 All trusts, partnerships and limited partnerships.
 All Bibles and Bible study materials.
 All household stuff, including goods, furniture, accessories and related items.
 All baggage, and all articles of necessity and comfort.
 All antique furniture, statues, vases, paintings, prints, and accessories, including all watches and clocks.
 All household appliances, all warranties.
 All foods, victuals, cleaning supplies, soaps, detergents, and related items.
 All investment securities, Stocks, Bonds, Mutual Funds, Options, Futures, Warrants, Insurance Policies, Life Insurance Policies, IRA's, 401-K's, pension plans, pensions, and Related Investment Properties, and claims.


Steven-Alan: Magritz
Secured Party

EXHIBIT B
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UCC-1 ATTACHMENT, PAGE *two* OF *nine*

All bills of exchange: negotiable and non-negotiable.
All copyrights, designs, registration rights, Patent rights and warranties.
All research materials and related items and papers.
All crystal.
All clothing, furs, jewelry and related items.
All coin, currency, and Federal Reserve Notes.
All rents, and royalties.
All gifts, All luxury items.
All hunting, fishing, archery, and target equipment, and camping, and sporting goods, and related items.
All computers, including desktops, laptops, minis, printers, accessories, supplies and disks.
All video and audio tapes, disks and records, duplicating equipment, and related items, whether pre-recorded, recorded, or unrecorded.
All office furniture, accessories, and supplies including typewriters, calculators, and facsimile machines.
All transmissions, communications, and conversations, via telephone, facsimile, electronic mail, mail, private mail, or other.
All books, magazines, pamphlets, brochures, files, manuals, notes, and all miscellaneous papers, calendars, photographs, and library accessories and materials.
All telescopes, binoculars and optical devices and related equipment and devices.
All security equipment, supplies and related equipment.
All collectibles, including coins, stamps, paper money, and boullion.
All welders, welding tools, and equipment, oxyacetylene torches, generators, mechanical tools, tools, ladders, tool boxes, jacks, carpenter tools, power saws, drills, and all related equipment.
All subscriptions. All library cards. All ID cards. All credit and/or charge cards. All bank cards.
All mineral rights.
All water rights.
All timber rights.
All oil and gas rights.
All telephone numbers and service.
All Utility services and account numbers for business or home.


MAGRITZ, STEVEN A.
Debtor


Steven-Alan Magritz
Secured Party

DEBTOR IS A TRANSMITTING UTILITY

EXHIBIT B
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UCC-1 ATTACHMENT, PAGE *three* OF *nine*

Charges, case number 96-054486 and citation number 96930, County of Winnebago, State of Illinois; citation U3246390/Case # 95 TR 00351, and, citation U3246401/Case # 95 TR 00352, Washington County, State of Wisconsin; citation W217698-5 and W217697-4, charge # 601462902, Milwaukee County, State of Wisconsin; Case numbers 95 TR 01876, 95 TR 01877, 97 TR 02266, Ozaukee County, State of Wisconsin.

Warranty Deed, Document No. 435131, vol 683, page 210; Warranty Deed, Document No. 435132, vol 683, page 212; and Quit Claim Deed, Document No. 435133, vol 683, page 214, all recorded Register Of Deeds, Ozaukee County, Wisconsin.

Declaration Of, and Claim Of Rights In And To Land Patents, Document No. 528822, vol 911, pages 46 to 52; Affidavit, In Regard Our Declaration Of, And Claim Of Rights In And To Land Patents, Document No. 528823, vol 911, pages 53 to 59; Servitude, Document No. 530358, vol 914, pages 511 to 515, all recorded Register Of Deeds, Ozaukee County, Wisconsin.

Affidavit Of Claim, Claim To Private Land Rights, and Land Patent #1435 and #572, as pertaining to lands described in Document Number 576044, volume 1027, pages 446 to 450, Register of Deeds, Ozaukee County, Wisconsin, Land Patent #1435 issued the tenth day of August in the year of our Lord one thousand eight hundred thirty seven and of the independence of the United States the sixty second, by the The United States Of America to William Jones, signed by Martin Van Buren, President of The United States Of America, Land Patent #672 issued the tenth day of December in the year of our Lord one thousand eight hundred forty and of the independence of the United States the sixty fifth, by the United States of America to George Chamberlain, signed by Martin Van Buren, President Of The United States Of America.

All implements of husbandry, farm equipment, farm products and accounts.

Debtor's hand signature.

MAGRITZ, STEVEN A.
Debtor

Secured Party

DEBTOR IS A TRANSMITTING UTILITY

EXHIBIT B
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57604

AFFIDAVIT OF NOTICE OF CLAIM

VOL 1027 PAGE 446
RECORDED

Wisconsin state)
Ozaukee county) ss

1997 APR 29 PM 3:00

To Whom It May Concern:

Ronald H. Vozit
REGISTER OF DEEDS
OZAUKEE COUNTY, WI

01881263 Filed - 09/14/1999 - 08:00 AM Wisconsin Dept of Financial Institutions — Page 6 of 10

NOTICE:

The undersigned Steven Alan, Magritz of his own personal knowledge does hereby declare and affirm by asseveration pursuant to the laws of the United States of America and pursuant to the constitution for Wisconsin state, that the following is true, correct and complete, and not for the purpose to mislead.

That he is over twenty-one years of age, is a competent witness, and can testify to all statements made herein.

That the affiant is a lay man and without law school training.

That the attached two page document entitled Claim To Private Land Rights is a true copy of a verified Claim signed by Affiant on April 28th, 1997, the original being held by Affiant.

That the attached certificates numbered 672 and 1435 are copies of PATENTS which have been certified true as indicated thereon, the original certified copies being held by Affiant.

That this document is to be referenced to the document found at volume 683, page 210, Register of Deeds, Ozaukee county, Wisconsin.

Further affiant saith nought.

Dated and signed this Twenty-ninth day of April, 1997 A.D., at Sackville, Wisconsin.

Steven Alan, Magritz

SUBSCRIBED AND AFFIRMED TO before me, a Notary for the State of Wisconsin, County of Ozaukee. Dated this 29th day of April, 1997 A.D., the above named Steven Alan, Magritz to me known to be the person who executed the foregoing instrument and acknowledged the same.

Diane S. Tietjen
Notary
My Commission expires 12-19-99

(seal)

DEBTOR IS A TRANSMITTING UTILITY

MAGRITZ, STEVEN A.
Debtor

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Steven Alan Magritz
Secured Party

MAIL TO:

UCC-

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Steven Alan, Magritz
 general delivery
 Fredonia Post Office
 Fredonia, Wisconsin

Wisconsin state)
) ss
 Ozaukee county)

18

Claim to Private Land Rights

I, Steven Alan, Magritz do hereby declare and affirm by asseveration that the following is true, correct and complete, and not for the purpose to mislead.

My location is: general delivery
 Fredonia Post Office
 Fredonia, Wisconsin

I, Steven Alan, Magritz claim, in law, the private land located in town of Fredonia, Ozaukee county, known and lawfully described within a town in Wisconsin state as follows:

Forty-seven (47) acres, more or less, situated in Government Lots 8 and 9 in Fractional Section 34, Town 12 North, Range 21 East, in the town of Fredonia, Ozaukee county, Wisconsin, more particularly bounded and described as follows: Commencing at a point located 800 feet North of the South line of Government Lot 9 and 35 feet East of the West line of said Government Lot 9; the boundary line of said 47 acres running thence North 0° 59' East 570 feet to a point; thence East parallel to the North line of said Government Lot 9, 1737 feet, more or less, to the West shoreline of the Milwaukee River; thence Southerly along the West shoreline of the Milwaukee River, 1600 feet more or less, to a point in the South line of Government Lot 9; thence West to a point in said South line 700 feet East of the Southwest corner of Government Lot 9; thence North 0° 59' East 800 feet to a point; thence West parallel to said South line 665 feet to the point of beginning. And, thirteen (13) acres, more or less, situated in Government Lots 8 and 9 in Fractional Section 34, Town 12 North, Range 21 East, in the town of Fredonia, Ozaukee county, Wisconsin, more particularly bounded and described as follows: Commencing at the Southwest corner of said Lot 9, said point being 1320 feet East of the Southwest corner of Fractional Section 34; thence North 0° 59' East on a line 1320 feet East of and parallel to the West line of Fractional Section 34 aforesaid 1370 feet to a point; thence East on a line parallel to the South line of Government Lot 9, 35.00 feet to a point; thence South in a line parallel to the West line of said Fractional Section 34, 570.00 feet to a point; thence East in a line parallel to the South line of said Government Lot 9, 665.00 feet to a point; thence South in a line parallel to the West line of said Fractional Section 34, 800.00 feet to a point in the South line of said Government Lot 9; thence West along the said South line of said Government Lot 9, 700.00 feet to the place of beginning; also the following described land, situated in Ozaukee county, Wisconsin, to-wit: The North 1320 feet of the East 33 feet of the West One-half of the Southwest 1/4 of Section 34, Town 12 North of Range 21 East, in the town of Fredonia, Ozaukee county, Wisconsin, all South of the town road. And, the East 33.00 feet of the West 1287.00 feet of the North 1485.00 feet of the Southwest 1/4 of Section 34 and the East 33.00 feet of the West 1320.00 feet of the South 165.00 feet of the North 1485.00 feet of the Southwest 1/4 of Section 34, Town 12 North, Range 21 East, in the town of Fredonia, Ozaukee county, Wisconsin, containing 1.25 acres of land, more or less. All south of the town road.

I, Steven Alan, Magritz hereby rightfully declare said private land as inherited land through common law rights, having right of possession by way of antecedent owners, having actual possession, and right of title. This claim is not intended by Steven Alan, Magritz for the purpose to destroy anyone's interest in claims herein. This is an update on the assignment of the land patent rights in the land more fully described above. Steven Alan, Magritz is accepting this claim as an assignee of the

page one of two

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MAGRITZ, STEVEN A.

Debtor

DEBTOR IS A TRANSMITTING UTILITY

Steven Alan Magritz
 Secured Party

UCC-1 ATTAC. ENT, PAGE ~~Seven~~ OF ~~NINE~~

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previous holders of the land patent for the property more fully described above. Steven Alan, Magritz has a right of possession from the previous owner, Betty Jane, Magritz. This land came to Steven Alan, Magritz by way of a conveyance instrument from Betty Jane, Magritz to Steven Alan, Magritz.

I, Steven Alan, Magritz claim all rights, title and interest in Fee simple Absolute on the above claimed land including but not limited to the right of possession. This claim has been perfected by Steven Alan, Magritz and made paramount by the fact that Steven Alan, Magritz is currently in possession of the land, and has right of possession to the land by his inheritance in the land claim from Yahweh and Yahweh's laws of nature, and by the way of the sale from the previous parties.

The failure, refusal, or neglect of any person to challenge the above said claim by way of an affidavit under penalty of perjury, pursuant to the laws of the united States of America, that is true, correct and complete, and a rebuttal on a point-by-point basis of the claim made herein within ninety (90) days from the date of filing notice of this claim will be deemed prima facie evidence of an admission of "waiver" to all their rights in law and equity to the private land described herein.

DEMAND is made upon all public officials not to modify or remove this claim in any manner. Public officials are estopped from attacking this claim pursuant to their duties set forth in the First, Fourth, Fifth, Ninth, and Tenth Amendments to the Constitution for the United States of America (1787).

NOTICE is hereby given to the world.

At the mouth of two witnesses,
or at the mouth of three witnesses,
shall the matter be established.
Deuteronomy 19:15

[Redacted]
general delivery
Fredonia Post Office
Fredonia, Wisconsin

Before us witnesses appeared Steven Alan, Magritz who being known to us did affirm to the facts in this Private Land Claim, and subscribed hereto on this Twenty - eight day of the fourth month in the year of our Lord nineteen hundred and ninety seven.

[Redacted]
Witness

[Redacted]
Witness

CIRLP6721435

This claim prepared by Claimant

NOTARY CERTIFICATION

I, a Notary Public for the State of Wisconsin, certify this to be an authentic copy of the original 2 page document entitled Claim to Private Land Rights, this 29th day of April, 1999.

Diane L. Tietjen
Notary Public

Seal:

My Commission expires: 12-19-99

[Redacted]
Debtor

DEBTOR IS A TRANSMITTING UTILITY

[Redacted]
Secured Party

EXHIBIT B
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EXHIBIT C

EXHIBIT C: Names and Addresses of Respondents

OZAUKEE COUNTY, c/o Julianne B. Winkelhorst, County Clerk	121 W Main St.	Port Washington WI 53074
OZAUKEE COUNTY SHERIFF'S DEPARTMENT, c/o Maurice A. Straub	1201 South Spring Street	Port Washington WI 53074
Thomas E. Winker	6824 Six Mile Rd	Belgium, WI 53004
Robert A. Brooks	204 E Dekora St	Saukville, WI 53080
William S. Niehaus	3439 Knollwood Rd	West Bend, WI 53095
Lee Schlenvogt	4250 County Road H	Port Washington, WI 53074
Daniel P. Becker	916 N Grant St	Port Washington, WI 53074
Joseph A. Dean	261 Nautica Drive	Port Washington, WI 53074
Raymond G. Meyer II	616 S. Garfield Ave.	Port Washington, WI 53074
Timothy F. Kaul	1669 Ulao Parkway	Grafton, WI 53024
Jacob Curtis	396 W. Lilac Lane	Grafton, WI 53024
Daniel R. Buntrock	2303 Spring Hill Dr	Cedarburg, WI 53012
Kathlyn T. Geracie	N84 W5445 Warwick Sq	Cedarburg, WI 53012
Andrew A. Petzold	11501 N Port Washington Rd	Mequon, WI 53092
Patrick Marchese	12311 N. Woodfield Ct.	Mequon, WI 53092
Karl V. Hertz	627 Lake Bluff Rd	Thiensville, WI 53092
Cynthia G. Bock	9018 W Poplar Dr.	Mequon, WI 53097
Robert T. Walerstein	4707 W Parkview Dr	Mequon, WI 53092
Nancy Sharp Szatkowski	10528 N. Gazebo Hill Pky W	Mequon, WI 53092
John J. Slater	9632 N. Valley Hill Dr.	Mequon, WI 53092
Jennifer K. Rothstein	217 E Chowning Square	Mequon, WI 53092
Rose Hass Leider	N6623 State Road 57	Belgium, WI 53004
Donald G. Dohrwardt	313 S. Milwaukee St	Fredonia, WI 53021
Richard C. Nelson	1432 Noridge Trail	Port Washington, WI 53074
Alan P. Kletti	1134 Brookside Dr.	Grafton, WI 53024
Thomas H. Richart	840 – 5th Ave.	Grafton, WI 53024
John C. Grosklaus	1316 13th Ave.	Grafton, WI 53024
Glenn F. Stumpf	340 Horns Corners Rd	Cedarburg, WI 53012
Gerald E. Walker	W70 N1018 Hampton Ct.	Cedarburg, WI 53012
Gustav W. Wirth, Jr.	N48 W6100 Spring St	Cedarburg, WI 53012
James H. Uselding	N49 W6557 Western Rd.	Cedarburg, WI 53012
Kathlyn M. Callen	12865 N. Oriole Ln.	Mequon, WI 53097
Mark A. Cronic	9309 W. Stanford Ct.	Mequon, WI 53097
Maurice A. Straub	119 E. Pierron Street	Port Washington WI 53074
Karen L. Makoutz	1924 Parknoll Ln	Port Washington WI 53074
Ronald A. Voigt	1532 Meadow Ct	Port Washington WI 53074
Dennis E. Kenealy	761 County Highway K South	Hartford WI 53027
Thomas W. Meaux	N84W5437 Warwick Sq	Cedarburg WI 53012
Andrew T. Struck	1015 17 th Avenue	Grafton WI 53024
Sandy A. Williams	11708 Settlers Rd	Cedarburg WI 53012
Andrew T. Gonring	1129 N 11 th Avenue	West Bend, WI 53090
Rhonda K. Gordon	940 E. Colfax Pl	Milwaukee WI 53217
Adam Y. Gerol	730 Maplewood Ln	Cedarburg WI 53012

EXHIBIT D

MARCH, 1820.

Public Land Sales.

SENATE.

THE PUBLIC LANDS.

The Senate resumed, as in Committee of the Whole, the consideration of the bill making further provision for the sale of public lands, together with the amendment proposed thereto by Mr. WALKER, of Alabama, as follows:

*And be it further enacted, That purchasers of public lands, which have been sold prior to the — day of — next, shall be permitted to forfeit and surrender the same before the day of final payment, by delivering their certificates to the register, and endorsing thereon their consent that the land therein described shall be re-sold: whereupon, the said certificates shall be considered as cancelled; and the land shall be deemed and taken to have reverted to the United States, and shall be disposed of, in all respects, like other reverted or forfeited lands, according to the provisions of the fourth section of this act; but, if such lands should be sold for more than one dollar and — cents per acre, the excess shall be paid over to the former certificate-holder: *Provided, That such excess shall not be greater than the amount previously paid on such certificate.**

Mr. WALKER submitted a number of arguments in support of his amendment, and entered into particular statements of the amount of sales, the prices given in Alabama and elsewhere, for public lands, the great amount of debt due and becoming due, &c., to show the propriety of affording the relief which his amendment contemplated; but, as the Senate was this morning thin, and the subject before it of great importance, he hoped its consideration might for the present be postponed.

Mr. WILSON, though uniformly friendly to the principle of the bill, was willing to defer its consideration until the Senate should be full, and moved to postpone it till to-morrow.

Mr. THOMAS proposed a postponement to Wednesday next.

Mr. OTIS was opposed to so distant a postponement, as he feared it might endanger the bill, which had already been postponed through all the moods and tempers. It had been lost in the other House, at the last session, after passing this, for want of time. "Should it be again defeated from the same cause, it was to be feared that they might bid adieu to all hope of the measure." Mr. O. made a remark or two on the subject of the amendment, to show that, however equitable the relief, it was doubtful whether the measure would be proper before the debt for which the sales were pledged had been paid off.

Mr. WALKER replied, to obviate the objection of Mr. OTIS; and the postponement was supported by Mr. NOBLE, and opposed by Mr. RUGGLES.

The motion to postpone to Wednesday was lost, and the motion for to-morrow prevailed—18 to 14; but a reconsideration of the vote was subsequently moved and agreed to, and the motion to postpone being then negatived, the Senate resumed the consideration of the bill and amendment.

Mr. KING, of Alabama, had no hope, from the indications which he saw, that the amendment would be adopted; but, if the change proposed by the bill should take place, he had no doubt the Legislature would see the necessity of some such

16th CON. 1st Sess.—16

relief as the amendment offered. He would now merely call for the yeas and nays on the question.

The amendment was supported by Messrs. EDWARDS and KING of Alabama, and was opposed by Messrs. TRIMBLE, LANMAN, and KING of New York, not because opposed to affording the relief contemplated, but from an unwillingness to connect it with the present bill, &c.

The question being taken on the amendment, it was decided by yeas and nays, as follows:

YEAS—Messrs. Edwards, Johnson of Kentucky, King of Alabama, Logan, Noble, Smith, Thomas, and Walker of Alabama—8.

NAYS—Messrs. Brown, Burrill, Dana, Dickerson, Eaton, Elliot, Gaillard, Hunter, Johnson of Louisiana, King of New York, Lanman, Leake, Lowrie, Macon, Mellen, Morrill, Otis, Palmer, Parrott, Pleasants, Ruggles, Sanford, Stokes, Taylor, Trimble, Van Dyke, Williams of Mississippi, Williams of Tennessee, and Wilson—29.

Mr. EDWARDS said, although he was decidedly opposed to the change in the mode of disposing of the public lands, which is provided for by the bill now under consideration, from the strongest convictions, that, while it is calculated to operate with peculiar hardship upon those who have not the good fortune to have the present command of money, and to retard the settlement and check the prosperity of the State which he has the honor, in part, to represent, it was also inexpedient, on the part of the Government itself, to place its own interest so much in the power of moneyed capitalists, who, owing to the present temporary scarcity of money, can, by combinations for that purpose, with the utmost facility put down competition at the public sales, and engross as much of the best lands as they please, upon the lowest terms or minimum price; yet, if the bill must pass, and I see (said Mr. E.) no prospect of opposing it with success, in this House, I do most sincerely hope it will be with such modifications as will produce the least individual hardships and the most general satisfaction; for, whatever may have been the zeal with which I have hitherto opposed the measure, I can assure gentlemen that it has been no part of my object to excite discontents elsewhere, and that there is no man living who has been more uniformly disposed to discountenance local jealousies, and to cherish a spirit of concord and harmony throughout every part of our common country, than I myself have been.

My judgment may have deceived me; my personal interest, however, I well know, cannot have misled me; for that would have been promoted by the contemplated change, which cannot fail to be beneficial to all those who have heretofore purchased lands which they wish to dispose of, or who have money to purchase, with that view; and hence it is, probably, that we have seen letters from large landholders in the West to members of this body, exhibited as disinterested testimony in favor of the proposed change, and passing from seat to seat, for the purpose of convincing our minds, not only of its propriety, but of the absolute necessity for its speedy adoption.

Mr. E. contended, that the present system of

SENATE.

Public Land Sales.

MARCH, 1820.

disposing of the public lands had been successfully tested by the experience of many years; that Ohio and Indiana, in particular, had flourished under its operation, and, without any injury to the Union, had increased their population and prosperity with unparalleled rapidity. But, said he, like all other human institutions, it seems that the system had not the necessary perfection to suit it to all times and circumstances; and it is alleged, as a reason demanding the proposed change, that excessive purchases were made, during a period of universal delusion, which equally operated upon every thing else, and which no one believes is likely to recur, for a long time to come at least. But, said he, can it be a dictate of wisdom to predicate a general system upon a particular and extraordinary case, which is gone by, and in all probability will never again occur? Can it be wise, to select that moment for abolishing all credit upon the sale of public lands when money is scarcer than it has ever heretofore been, and thereby to retard the settlement of those lands, at the very time when the state of things which produced the supposed evils of the credit system is rapidly disappearing, which is now most certainly the case, as far as I am informed on the subject? Can it be just to withhold from our fellow-citizens, who have not heretofore purchased any public lands, the opportunity of doing so upon the same terms that have been allowed to others? Can it be right, merely because others have heretofore purchased injudiciously, during a period of general delusion, to refuse credit to those who may hereafter wish to purchase discreetly, lest they should be tempted to injure themselves, in like manner, when no such delusion exists?

But, said he, it is not my purpose to discuss, at large, the merits of the proposed change. I will, at present, content myself with an effort, merely, to shield the present settlers upon public lands from merciless speculators, whose cupidity and avarice would unquestionably be tempted by the improvements which those settlers have made with the sweat of their brows, and to which they have been encouraged by the conduct of the Government itself; for, though they might be considered as embraced by the letter of the law which provides against intrusions on public lands, yet, that their case has not been considered by the Government as within the mischiefs intended to be prevented, is manifest, not only from the forbearance to enforce the law, but from the positive rewards which others, in their situation, have received, by the several laws which have heretofore granted to them the same right of pre-emption which I now wish extended to the present settlers.

The settlements which have been made by this description of our population, so far from injuring in any way the interest of the Government, have, in all cases with which I have been acquainted, (and few have had an opportunity of knowing more upon the subject than myself,) actually benefited it, by enhancing the value of the adjoining lands, and increasing the facilities of settling them.

Those settlements have been made with the ex-

pectation of acquiring the lands including them, under the existing law. The number and value of such improvements are much greater than they would have been had not certain lands been kept out of market much longer than was reasonably anticipated. None of those settlers have supposed that they would have to pay down more than one-fourth of the purchase money upon the tracts which they wish to buy; few of them will be able to pay more; the most of them have already opened farms, from which they could reasonably calculate upon paying the future instalments as they would become due. And it does appear to me that it would be both cruel and impolitic to disappoint such expectations, by placing those people, so completely as the proposed change would do, in the power of moneyed speculators. To guard against which, and to prevent those serious discontents, if not commotions, which otherwise must take place, I offer the amendment which I now hold in my hand, and which, so far from being calculated to defeat the bill, cannot, if adopted, fail to contribute greatly to its success, by removing some of the most serious and important objections to its passage.

The amendment is as follows:

"Be it enacted, &c., That every person, or the legal representatives of every person, who has actually inhabited and cultivated, and who now resides upon any tract of land lying in any district established for the sale of public lands, which tract is not rightfully claimed by any other person, such person, so residing as aforesaid, or his legal representative, shall be entitled to a preference in becoming the purchaser from the United States of such tract of land, at private sale, upon the same terms and conditions, in every respect, as have heretofore been provided, by law, for the sale of other lands sold at private sale: Provided, That no more than one quarter section of land shall be sold to any one individual in virtue of this act, and the same shall be bounded by the sectional and divisional lines run, or to be run, according to law: Provided, also, That no lands reserved from sale by former acts, or lands which have been directed to be sold in town lots, shall be sold under this act.

"Be it further enacted, That every person claiming a preference in becoming the purchaser of a tract of land in virtue of this act, shall make known his claim by delivering a notice, in writing, to the register of the land office for the district in which the land may lie, wherein he shall particularly designate the quarter section he claims; which notice the register shall file in his office, on receiving twenty-five cents from the person delivering the same. And, in every case where it shall appear to the satisfaction of the register and receiver of public moneys of the land office, that any person, who has delivered his notice of claim, is entitled, according to the provisions of this act, to a preference in becoming the purchaser of a quarter section of land, such person so entitled shall have a right to enter the said quarter section, or half thereof, with the register of the land office, on producing his receipt from the receiver of public moneys for at least one twentieth part of the purchase money, as in case of other lands sold at private sale: Provided, That all lands to be sold under this act, which shall not have been previously exposed to public sale, shall be entered

MARCH, 1820.

Public Land Sales.

SENATE.

with the register at least two weeks before the time which may be appointed for the commencement of the public sale thereof. And every person, having a right of preference in becoming the purchaser of a tract of land, who shall fail so to make his entry with the register within the time prescribed, his right shall be forfeited, and the land, by him claimed, shall be offered at public sale with the other public lands in the district to which it belongs."

Mr. KING, of New York, observed that, if the change of system were favorable to speculators, he should be found in the negative. But, so far from this being the fact, he considered the change as highly favorable to the poor man; and he argued at some length, that it was calculated to plant in the new country a population of independent, unembarrassed freeholders; that by offering the lands in eighty-acre lots, it would place it in the power of almost every man to purchase a freehold, the price of which could be cleared in three years; that it would cut up speculation and monopoly; that the money paid for the lands would be carried from the State or country from which the purchaser should remove; that it would prevent the accumulation of an alarming debt, which experience proved never would and never could be paid.

Mr. JOHNSON, of Louisiana, was decidedly opposed to the bill, because he conceived it would be injurious to the interests of Louisiana, and of the nation at large. He argued that the present system had been in existence twenty years; that the people were satisfied with it; that the country had thriven and prospered under it; that the change would operate oppressively on a large class of actual settlers in Louisiana and elsewhere, who ought to be secured by some provisions, &c.

Mr. RUGGLES had no objection to the amendment; but he spoke to show that, if the change took place at all, it ought to be total; that he should oppose the change unless the price was reduced, and the land offered in half quarter sections, &c.

Mr. JOHNSON, of Kentucky, despaired of defeating the bill here, but expressed his hopes that it would meet its fate in the other House. Mr. J. supported the amendment, and argued at some length against the bill. He contended that no system which the Government had ever adopted had been productive of so much benefit to the nation as that under which the public lands had heretofore been disposed of, &c.

Mr. TRIMBLE replied to certain remarks of Mr. EDWARDS and Mr. JOHNSON, of Louisiana, in reference to the operation of the land system in Ohio, and also in support of the proposed change.

Mr. NOBLE next rose, and entered into a very particular examination of the system, from its commencement, twenty-five years ago, up to the present time, to show the impolicy of the contemplated change, and the propriety of the amendment. He replied at large to Mr. KING and others, to show that it would be easy for speculators and monopolists to combine and destroy competition at the public sale, to purchase up the best lands, and afterwards to extort from the poor an exorbitant price, to bring their purchases into competition with the Government lands, &c.

Mr. KING, of New York, replied, and Mr. NOBLE rejoined; after which—

The question was taken on Mr. EDWARDS'S amendment, and negatived as follows:

YEAS—Messrs. Brown, Edwards, Johnson of Kentucky, Johnson of Louisiana, Logan, Noble, Smith, and Thomas—8.

NAYS—Messrs. Burrill, Dana, Dickerson, Eaton, Elliot, Gaillard, Hunter, King of Alabama, King of New York, Lanman, Leake, Lowrie, Macon, Miller, Morrill, Noble, Otis, Palmer, Parrott, Pleasants, Ruggles, Sanford, Taylor, Trimble, Van Dyke, Walker, of Alabama, Williams of Mississippi, Williams of Tennessee, and Wilson—28.

Mr. NOBLE then moved to amend the bill by striking out all that part thereof which provides that the sales shall be made for cash; and leaving that part of the bill which directs the lands to be offered for sale in half quarter sections.

This motion was negatived, by yeas and nays, 28 to 8, the members present voting precisely as on the preceding question.

Mr. JOHNSON, of Louisiana, offered to amend the bill by inserting a clause, providing substantially that such lands as should not bring the minimum price, should, after remaining unsold a certain number of years, be offered at a less price, and, after the lapse of further time, at a still less price, &c.; which motion he offered on the ground that there was in Louisiana, and elsewhere, a great deal of land which would never bring the minimum price, and that it ought, in due time, to be offered at such a price as would induce its purchase and settlement.

The motion was opposed by Messrs. MELLEN and LANMAN, for the reason chiefly that it would be premature legislation; and that, even if the provision were now necessary, it would be better to bring it forward in a distinct bill, &c. Mr. LEAKE concurred in the expediency of the provision, but not connected with the present bill.

The motion was negatived by a large majority.

The Senate then proceeded to fill the blanks. The first being that left for fixing the period when the new system shall go into operation—

Mr. WILLIAMS, of Mississippi, (chairman of the Land Committee) moved to fill the blank with the first of July next.

Mr. JOHNSON, of Louisiana, moved to fill it with the first of July, 1821. This motion was negatived; and the blank was then filled, as moved by Mr. WILLIAMS.

Mr. WILLIAMS next moved to fill the blank left for fixing the minimum price of lands, with the sum of one dollar and twenty-five cents; which sum had been agreed on by the Land Committee, as, under existing circumstances, the most fair and reasonable.

Mr. EATON moved to fill the blank with one dollar and fifty cents.

Mr. JOHNSON, of Louisiana, would prefer fixing the price at one dollar only.

Mr. KING, of New York, was opposed to \$1 50, and in favor of \$1 25; and, after some remarks from each of the gentlemen in support of their different opinions—

SENATE.

Property Lost, &c.

MARCH, 1820.

The blank was filled with *one dollar and twenty-five cents*, by a large majority.

The bill was then ordered to be engrossed and read a third time as amended.

The bill further suspending the sale or forfeiture of lands, for non-payment, was also taken up, and ordered to be engrossed for a third reading.

Mr. THOMAS gave notice that he should, on Thursday week, ask leave to introduce a bill for giving the right of pre-emption to actual settlers on the public lands.

PROPERTY LOST, &c.

The bill to make compensation for horses, &c., lost or destroyed in the Seminole war, was taken up.

Mr. PLEASANTS, after stating that there had been a report made by a committee of the other House, which he understood would throw considerable light on the events out of which this bill grew, and which he should be glad to examine before it was finally acted on, moved to lay the bill on the table.

Mr. EATON opposed the motion, as the only fact disclosed by the report referred to, which could affect the bill, was provided for by the proviso yesterday added to the bill.

A short debate followed between Mr. EATON and Mr. PLEASANTS, entering somewhat into the merits of the bill; in which it was advocated by the former; and, though not opposed by the latter gentleman, yet he offered some reasons to show why it would be better and cheaper to pay the full value of those horses in the first instance, and sell them when the service was performed, than to pay forty cents a day for their use, and then allow compensation for such losses as were provided for by this bill.

The discussion ended in a variation of the motion to postpone the bill to Monday next, which was agreed to.

THURSDAY, March 9.

The PRESIDENT communicated an act of the Legislature of the State of Ohio, entitled "An act respecting a navigable communication between Lake Erie and the Ohio river;" and the act was read, and referred to the Committee on Roads and Canals.

The PRESIDENT also communicated a resolution of the same Legislature, respecting a pre-emption of twelve sections of land, for seats of justice in new counties; and the resolution was read, and referred to the Committee on Public Lands.

The following Message was received from the PRESIDENT OF THE UNITED STATES:

To the President pro tempore of the Senate:

I transmit to the Senate copies of sundry papers, having relation to the treaty of 22d February, 1819, between the United States and Spain, which have been received at the Department of State, and have not before been communicated to the Senate.

JAMES MONROE.

MARCH 8, 1820.

The Message, together with the accompanying

papers, were read, and one thousand copies thereof ordered to be printed for the use of the Senate.

Mr. RUGGLES, from the Committee of Claims, to whom the subject was referred, reported a bill for the relief of Rosalie P. Deslonde; and the bill was read, and passed to the second reading.

Mr. ROBERTS presented the memorial of the Chamber of Commerce of the city of Philadelphia, remonstrating against any change in the revenue system of the United States; and the memorial was read, and referred to the Committee on Commerce and Manufactures.

Mr. ROBERTS, from the Committee of Claims, to whom was referred the petition of John Delafield, made a report, accompanied by a resolution, that the prayer of the petitioner ought not to be granted. The report and resolution were read.

Mr. WILLIAMS, of Tennessee, from the Committee on Military Affairs, to whom the subject was referred, reported a bill for the relief of Robert Swartwout; and the bill was read, and passed to the second reading.

Mr. DICKERSON, from the Committee on Commerce and Manufactures, to whom the subject was referred, reported a bill to provide relief for sick and disabled seamen; and the bill was read, and passed to the second reading.

Mr. DICKERSON, from the same committee, to whom the subject was referred, reported a bill, declaring the consent of Congress to an act of the State of Georgia, passed on the nineteenth day of December, 1818; and the bill was read, and passed to the second reading.

Mr. DICKERSON, from the same committee, to whom the subject was referred, reported a bill to authorize the erection of a light-house on one of the Isles of Shoals, near Portsmouth, in New Hampshire; and the bill was read, and passed to the second reading.

Mr. DICKERSON, from the same committee, to whom the subject was referred, reported a bill, to provide for clothing the Army of the United States in domestic manufactures; and the bill was read, and passed to the second reading.

Mr. ROBERTS, from the Committee of Claims, to whom was referred the petition of Thomas L. Ogden, on behalf of himself and others, made a report, accompanied by a bill for the relief of Thomas L. Ogden, and others. The report and bill were read, and passed to the second reading.

Mr. ROBERTS, from the same committee, to whom was referred the petition of Ephraim Hart, made a report, accompanied by a resolution that the prayer of the petitioner ought not to be granted.

The Senate resumed the consideration of the report of the Committee on Finance, upon the petition of William C. Kausler; and the further consideration thereof was postponed until Thursday next.

The bill for the relief of Joseph Lefebvre, and also the bill for the relief of certain sufferers by fire at Savannah, in Georgia, were read the second time.

The bill, entitled "An act making appropriations for the support of the Navy of the United States, for the year 1820," was read the s

EXHIBIT E

STATUTE I.

April 24, 1820.

Act of March 3, 1819, ch. 92.

Act of March 24, 1821, ch. 12.

Act of March 3, 1823, ch. 57.

Public sale of lands in half quarter sections, after 1st July, 1820.

At private sale, in entire, half, quarter, or half quarter, sections.

Act of Feb. 11, 1805, ch. 14.

Fractional sections, less than 160 acres, to be sold entire.

Proviso.

No credit on sales of public lands, after 1st July, 1820.

Purchasers at private sale to produce a receipt for the money before entry.

Price of lands 1 dollar 25 cts. per acre after 1st July, 1820.

No sales for less than 1 dollar 25 cts. per acre.

Lands offered at public sales, and unsold, subject to private sale, at 1 dollar 25 cts. per acre. Exceptions.

Lands reverted, &c. to be offered at public, before private sales.

Sale of lands

CHAP. LI. — *An Act making further provision for the sale of the public lands.*

Be it enacted by the Senate and House of Representatives of the United States of America, in Congress assembled, That from and after the first day of July next, all the public lands of the United States, the sale of which is, or may be authorized by law, shall, when offered at public sale, to the highest bidder, be offered in half quarter sections; and when offered at private sale, may be purchased, at the option of the purchaser, either in entire sections, half sections, quarter sections, or half quarter sections; and in every case of the division of a quarter section, the line for the division thereof shall run north and south, and the corners and contents of half quarter sections which may thereafter be sold, shall be ascertained in the manner, and on the principles directed and prescribed by the second section of an act entitled, "An act concerning the mode of surveying the public lands of the United States," passed on the eleventh day of February, eighteen hundred and five; and fractional sections, containing one hundred and sixty acres, or upwards, shall, in like manner, as nearly as practicable, be sub-divided into half quarter sections, under such rules and regulations as may be prescribed by the Secretary of the Treasury; but fractional sections, containing less than one hundred and sixty acres, shall not be divided, but shall be sold entire: *Provided*, That this section shall not be construed to alter any special provision made by law for the sale of land in town lots.

SEC. 2. *And be it further enacted*, That credit shall not be allowed for the purchase money on the sale of any of the public lands which shall be sold after the first day of July next, but every purchaser of land sold at public sale thereafter, shall, on the day of purchase, make complete payment therefor; and the purchaser at private sale shall produce, to the register of the land office, a receipt from the treasurer of the United States, or from the receiver of public moneys of the district, for the amount of the purchase money on any tract, before he shall enter the same at the land office; and if any person, being the highest bidder, at public sale, for a tract of land, shall fail to make payment therefor, on the day on which the same was purchased, the tract shall be again offered at public sale, on the next day of sale, and such person shall not be capable of becoming the purchaser of that or any other tract offered at such public sales.

SEC. 3. *And be it further enacted*, That from and after the first day of July next, the price at which the public lands shall be offered for sale, shall be one dollar and twenty-five cents an acre; and at every public sale, the highest bidder, who shall make payment as aforesaid, shall be the purchaser; but no land shall be sold, either at public or private sale, for a less price than one dollar and twenty-five cents an acre; and all the public lands which shall have been offered at public sale before the first day of July next, and which shall then remain unsold, as well as the lands that shall thereafter be offered at public sale, according to law, and remain unsold at the close of such public sales, shall be subject to be sold at private sale, by entry at the land office, at one dollar and twenty-five cents an acre, to be paid at the time of making such entry as aforesaid; with the exception, however, of the lands which may have reverted to the United States, for failure in payment, and of the heretofore reserved sections for the future disposal of Congress, in the states of Ohio and Indiana, which shall be offered at public sale, as hereinafter directed.

SEC. 4. *And be it further enacted*, That no lands which have reverted, or which shall hereafter revert, and become forfeited to the United States for failure in any manner to make payment, shall, after the first day of July next, be subject to entry at private sale, nor until the same shall have been first offered to the highest bidder at public sale; and all such

lands which shall have reverted before the said first day of July next, and which shall then belong to the United States, together with the sections, and parts of sections, heretofore reserved for the future disposal of Congress, which shall, at the time aforesaid, remain unsold, shall be offered at public sale to the highest bidder, who shall make payment therefor, in half quarter sections, at the land office for the respective districts, on such day or days as shall, by proclamation of the President of the United States, be designated for that purpose; and all lands which shall revert and become forfeited for failure of payment after the said first day of July next, shall be offered in like manner at public sale, at such time, or times, as the President shall by his proclamation designate for the purpose: *Provided*, That no such lands shall be sold at any public sales hereby authorized, for a less price than one dollar and twenty-five cents an acre, nor on any other terms than that of cash payment; and all the lands offered at such public sales, and which shall remain unsold at the close thereof, shall be subject to entry at private sale, in the same manner, and at the same price with the other lands sold at private sale, at the respective land offices.

SEC. 5. *And be it further enacted*, That the several public sales authorized by this act, shall, respectively, be kept open for two weeks, and no longer; and the registers of the land office and the receivers of public money shall, each, respectively, be entitled to five dollars for each day's attendance thereon.

SEC. 6. *And be it further enacted*, That, in every case hereafter, where two or more persons shall apply for the purchase, at private sale, of the same tract, at the same time, the register shall determine the preference, by forthwith offering the tract to the highest bidder.

APPROVED, April 24, 1820.

reverted, &c.
before the 1st
July, 1820, and
reserved sec-
tions.

Sale of lands
reverting, &c.
after 1st July,
1820.

All lands un-
sold at public,
may be entered
at private sale.

Public sales
for two weeks.

Preference to
be given to the
highest bidder.

STATUTE I.

May 1, 1820.

CHAP. LIII.—*An Act in addition to the several acts for the establishment and regulation of the Treasury, War, and Navy Departments.*

Be it enacted by the Senate and House of Representatives of the United States of America, in Congress assembled, That it shall be the duty of the Secretary of the Treasury, to cause to be carried to the account of the surplus fund, any moneys appropriated for the Department of War, or of the Navy, which may remain unexpended in the treasury, or in the hands of the treasurer, as agent for those departments, whenever he shall be informed, by the secretaries of those departments, that the object for which the appropriation was made has been effected. And it shall be the duty of the Secretaries of War and Navy Departments, to cause any balance of moneys drawn out of the treasury, which shall remain unexpended, after the object for which the appropriation was made shall be effected, to be repaid to the treasury of the United States; and such moneys, when so repaid, shall be carried to the surplus fund.

SEC. 2. *And be it further enacted*, That it shall be the duty of the Secretaries of the War and Navy Departments, to lay before Congress, on the first day of February, of each year, a statement of the appropriations of the preceding year, for their departments respectively, showing the amount appropriated under each specific head of appropriation, the amount expended under each, and the balance remaining unexpended, either in the treasury, or in the treasurer's hands, as agent of the War or Navy Departments, on the thirty-first December preceding: And it shall be further the duty of the Secretaries aforesaid, to estimate the probable demands which may remain on each appropriation, and the balance shall be deducted from the estimates of their departments, respectively, for the service of the current year; and accounts shall also be annually rendered, in manner and form as aforesaid, exhibiting the sums expended out of the estimates aforesaid, and the balance, if any, which may remain on

Act of March
2, 1809, ch. 28.

Unexpended
moneys to be
carried to the
surplus fund.

Balances of
moneys drawn,
after the object
has been effect-
ed, to be repaid
to the treasury,
&c.

Secretaries of
War and Navy
to lay before
Congress, an-
nually, a state-
ment of appro-
priations, &c.

Secretaries
to estimate the
probable de-
mands, and the
balance to be
deducted, &c.
Accounts to
be annually ren-
dered.

EXHIBIT F

January 12, 2012

Kenneth A. Kraucunas
3230 S. 26th Street
Milwaukee, WI 53215

U.S. DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN
FILED

2012 JAN 10 P 2:42

JON W. SANFILIPPI
CLERK

Clerk of Court
U.S. District Court
Eastern District of Wisconsin

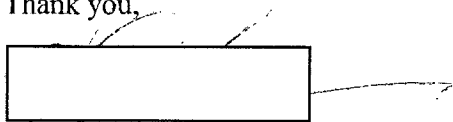
Re: Case number: 11-C-1122

Dear clerk of court,

Please enter the attached documents in the evidence file. I believe this is a complete set of documents for which I am being illegally, unlawfully, and unjustly attacked by Rhonda K. Gordon and Dennis E. Kenealy of Ozaukee County, Wisconsin.

For the record, I was performing duties pursuant to my job as a notary public and was bearing witness to alleged crimes sworn to me under oath by affiant, Steven Alan Magritz. I believe that the actions against me by Gordon and Kenealy, Gordon's superior officer, exceeded their lawful authority and impede me from lawfully notarizing documents in good faith as an officer of the state, and constitutes retaliation against me as a witness of crime, violates my rights guaranteed by the constitution, and obstructs justice that would require this court to take appropriate action to remedy this situation.

Thank you.



Kenneth A. Kraucunas

Kenneth A. Kraucunas
P.O. Box 342443
Milwaukee, Wisconsin 53234

U.S. DISTRICT COURT
EASTERN DISTRICT-WI
FILED

AFFIDAVIT

2012 JAN 10 P 2:42

U.S. District Court
Eastern District of Wisconsin
JON W. SANFILIPPO
CLERK
I hereby certify that this is a
true and correct copy of the original now
remaining of record in my office

County of Milwaukee)
State of Wisconsin)

JON W. SANFILIPPO, Clerk

DATED: 1/10/12 by B. Ray

Re: Prior presentments to The Named **Public Officers** of Ozaukee County
County of Ozaukee, State of Wisconsin / Wisconsin

The undersigned Kenneth A. Kraucunas, a Notary Public for the State of Wisconsin, being over twenty-one years of age and duly sworn upon oath, of his own personal first-hand knowledge and competent to testify to same, does hereby affirm that the following facts are true, correct, complete, certain.

1. On August 16, 2011, I did mail at a United States Post Office via first-class U.S. mail, Certificate of Mailing PS Form 3877, to the following named Public Officers of Ozaukee County / County of Ozaukee, State of Wisconsin / Wisconsin:

Thomas E. Winker, Robert A. Brooks, William S. Nichaus, Lee Schlenvogt, Daniel P. Becker, Joseph A. Dean, Raymond G. Meyer II, Timothy F. Kaul, Jacob Curtis, Daniel R. Buntrock, Kathlyn T. Geracie, Andrew A. Petzold, Patrick Marchese, Karl V. Hertz, Cynthia G. Bock, Robert T. Walerstein, Nancy Sharp Szatkowski, John J. Slater, Jennifer K. Rothstein, Rose Hass Leider, Donald G. Dohrwardt, Richard C. Nelson, Alan P. Kletti, Thomas H. Richart, John C. Grosklaus, Glenn F. Stumpf, Gerald E. Walker, Gustav W. Wirth, Jr., James H. Uselding, Kathlyn M. Callen, Mark A. Cronce, Maurice A. Straub, Karen L. Makoutz, Ronald A. Voigt, Dennis E. Kenealy, Thomas W. Meaux, and Andrew T. Struck (hereinafter the "Named Public Officers"),

a "**NOTICE: TO EXHAUST ADMINISTRATIVE REMEDIES and FOR OTHER PURPOSES**" from Steven Alan Magritz dated August 16, 2011, a copy of which Notice is marked Attachment # 1 and attached hereto and incorporated herein by reference.

2. On September 21, 2011, I did mail at a United States Post Office via first-class U.S. mail, Certificate of Mailing PS Form 3877, to the aforesaid "Named Public Officers" a "**Notice of Fault and Opportunity To Cure**" dated September 21, 2011 from Steven Alan Magritz regarding the aforesaid "**NOTICE: TO EXHAUST ADMINISTRATIVE REMEDIES and FOR OTHER PURPOSES**" that I had mailed on August 16, 2011, a copy of which Notice is marked Attachment # 2 and attached hereto and incorporated herein by reference.

3. On October 13, 2011, I did make a *formal presentment* to the aforesaid "Named Public Officers", on behalf of Steven Alan Magritz, who affirmed by way of an "**Affidavit of Default**"

dated October 13, 2011 that the aforesaid "Named Public Officers" were in default with regard to the aforesaid "Notice of Fault and Opportunity To Cure". I requested that the aforesaid "Named Public Officers" respond to me within ten (10) days with a response specific to the subject matter contained in the "Notice of Fault and Opportunity To Cure". I mailed my request at a United States Post Office via first-class U.S. mail, Certificate of Mailing PS Form 3877, and included with my request the aforesaid "Affidavit of Default". A copy of my *formal presentment* as well as the "Affidavit of Default" are marked Attachment # 3 and are attached hereto and incorporated herein by reference. *I did not receive a response to my formal presentment.*

4. On October 28, 2011, I extended a three (3) day grace period to the aforesaid "Named Public Officers" in as much as I did not receive a response to my formal presentment mailed October 13, 2011. I mailed my second request at a United States Post Office via first-class U.S. mail, Certificate of Mailing PS Form 3877, a copy of which Request is marked Attachment # 4 and attached hereto and incorporated herein by reference. *I have not received a response from the aforesaid "Named Public Officers" as of today's date.*

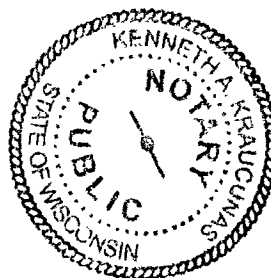
5. On November 28, 2011 I mailed to each of the aforesaid "Named Public Officers" a NOTICE and a copy of an AFFIDAVIT that I provided to Steven Alan Magritz for any legal and lawful purpose regarding the failure of said Public Officers to respond to my formal presentments on his behalf, copies of both the NOTICE and the AFFIDAVIT are attached hereto and incorporated herein by reference.

Dated this 4th day of January, 2012 in Milwaukee County, Wisconsin.

Respectfully,



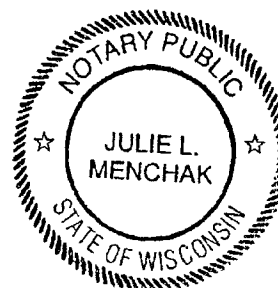
Kenneth A. Kraucunas, Notary Public
P.O. Box 342443
Milwaukee, Wisconsin 53234
My commission expires 6-2-2013



I certify that Kenneth A. Kraucunas appeared before me and in my presence and being sworn upon oath did affix his signature to the foregoing Affidavit at Milwaukee, Wisconsin on this 4th day of January, 2012.


Notary Public

My Commission expires: Julie L. Menchak
Notary Public, Milwaukee County, WI
My Commission Expires March 2, 2014



Kenneth A. Kraucunas
P.O. Box 342443
Milwaukee, Wisconsin 53234

November 28, 2011
PS Form 3877

NOTICE

To:

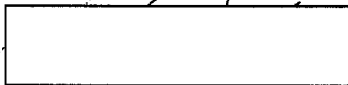
The Named **Public Officers** of Ozaukee County / County of Ozaukee
State of Wisconsin / Wisconsin

Dear **Public Officers**:

Thomas E. Winker, Robert A. Brooks, William S. Niehaus, Lee Schlenvogt, Daniel P. Becker, Joseph A. Dean, Raymond G. Meyer II, Timothy F. Kaul, Jacob Curtis, Daniel R. Buntrock, Kathlyn T. Geracie, Andrew A. Petzold, Patrick Marchese, Karl V. Hertz, Cynthia G. Bock, Robert T. Walerstein, Nancy Sharp Szatkowski, John J. Slater, Jennifer K. Rothstein, Rose Hass Leider, Donald G. Dohrwardt, Richard C. Nelson, Alan P. Kletti, Thomas H. Richart, John C. Grosklaus, Glenn F. Stumpf, Gerald E. Walker, Gustav W. Wirth, Jr., James H. Uselding, Kathlyn M. Callen, Mark A. Cronce, Maurice A. Straub, Karen L. Makoutz, Ronald A. Voigt, Dennis E. Kenealy, Thomas W. Meaux, Andrew T. Struck:

Enclosed please find a copy of an Affidavit that I provided to Steven Alan Magritz for any legal and lawful purpose regarding your failure to respond to my formal presentments on his behalf.

Respectfully,



Kenneth A. Kraucunas, Notary Public
P.O. Box 342443
Milwaukee, Wisconsin 53234

EXHIBIT F
Page 4 of 34

Kenneth A. Kraucunas
P.O. Box 342443
Milwaukee, Wisconsin 53234

AFFIDAVIT

County of Milwaukee)
)
State of Wisconsin)

Re: Prior presentments to The Named **Public Officers** of Ozaukee County /
County of Ozaukee, State of Wisconsin / Wisconsin

The undersigned Kenneth A. Kraucunas, a Notary Public for the State of Wisconsin, being over twenty-one years of age and duly sworn upon oath, of his own personal first-hand knowledge and competent to testify to same, does hereby affirm that the following facts are true, correct, complete, certain.

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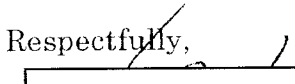
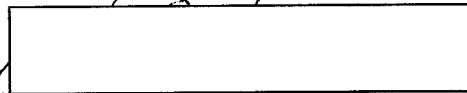
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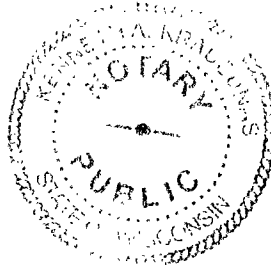
4. On October 28, 2011, I extended a three (3) day grace period to the aforesaid "Named Public Officers" in as much as I did not receive a response to my formal presentment mailed October 13, 2011. I mailed my second request at a United States Post Office via first-class U.S. mail, Certificate of Mailing PS Form 3877, a copy of which Request is marked Attachment # 4 and attached hereto and incorporated herein by reference. *I have not received a response from the aforesaid "Named Public Officers" as of today's date.*

Dated this 28th day of November, 2011, in *Milwaukee County, Wisconsin.*

Respectfully,

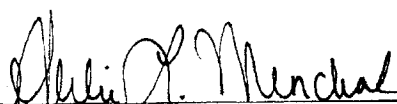



Kenneth A. Kraucunas, Notary Public
P.O. Box 342443
Milwaukee, Wisconsin 53234



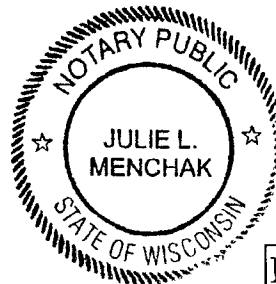
My Commission Expires 6-2-2013

I certify that Kenneth A. Kraucunas appeared before me and in my presence and being sworn upon oath did affix his signature to the foregoing Affidavit at Milwaukee, Wisconsin on this 28th day of November, 2011.


Notary Public

My Commission expires:

Julie L. Menchak
Notary Public, Milwaukee County, WI
My Commission Expires March 2, 2014



Certificate of Mailing

I, the undersigned, certify that on November 28th, 2011, I mailed an **AFFIDAVIT** of default regarding my October 28, 2011 NOTICE of fault, and, regarding my October 13, 2011 request to respond to the Affidavit of Default by Steven Alan Magritz to his NOTICE: TO EXHAUST ADMINISTRATIVE REMEDIES and FOR OTHER PURPOSES, via United States mail, first class, postage prepaid, PS Form 3877, at Milwaukee, Wisconsin to:

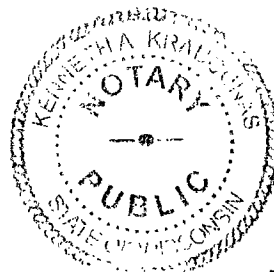
Rose Hass Leider, N6623 State Road 57, Belgium WI 53004, Donald G. Dohrwardt, 313 S. Milwaukee St., Fredonia, WI 53021, Richard C. Nelson, 1432 Noridge Trail, Port Washington WI 53074, Alan P. Kletti, 1134 Brookside Dr., Grafton WI 53024, Thomas H. Richart, 840 - 5th Ave., Grafton WI 53024, John C. Grosklaus, 1316 13th Ave., Grafton WI 53024, Glenn F. Stumpf, 340 Horns Corners Rd., Cedarburg WI 53012, Gerald E. Walker, W70 N1018 Hampton Ct., Cedarburg WI 53012, Gustav W. Wirth, Jr., N48 W6100 Spring St., Cedarburg WI 53012, James H. Uselding, N49 W6557 Western Rd., Cedarburg WI 53012, Kathlyn M. Callen, 12865 N. Oriole Ln., Mequon WI 53097, Mark A. Cronic, 9309 W. Stanford Ct., Mequon WI 53097, Thomas E. Winker, 6824 Six Mile Rd., Belgium, WI 53004, Robert A. Brooks, 204 E Dekora St., Saukville WI 53080, William S. Nichaus, 3439 Knollwood Rd., West Bend WI 53095, Lee Schlenvogt, 4250 County Road II, Port Washington WI 53074, Daniel P. Becker, 916 N Grant St., Port Washington WI 53074, Joseph A. Dean, 261 Nautica Drive, Port Washington, WI 53074, Raymond G. Meyer II, 616 S. Garfield Ave., Port Washington, WI 53074, Timothy F. Kaul, 1669 Ulao Parkway, Grafton WI 53024, Jacob Curtis, 396 W. Lilac Lane, Grafton, WI 53024, Daniel R. Buntrock, 2303 Spring Hill Dr., Cedarburg WI 53012, Kathlyn T. Geracie, N84 W5445 Warwick Sq, Cedarburg WI 53012, Andrew A. Petzold, 11501 N Port Washington Road, Mequon WI 53092, Patrick Marchese, 12311 N. Woodfield Ct., Mequon WI 53092, Karl V. Hertz, 627 Lake Bluff Rd, Thiensville WI 53092, Cynthia G. Bock, 9018 W Poplar Dr., Mequon WI 53097, Robert T. Walerstein, 4707 W Parkview Dr., Mequon WI 53092, Nancy Sharp Szatkowski, 10528 N. Gazebo Hill Pky W, Mequon WI 53092, John J. Slater, 9632 N. Valley Hill Dr., Mequon WI 53092, Jennifer K. Rothstein, 217 E Chowning Square, Mequon WI 53092, Ronald A. Voigt, 121 W Main St. PO Box 994, Port Washington WI 53074, Karen L. Makoutz, 121 W Main St PO Box 994, Port Washington WI 53074, Maurice A. Straub, 1201 South Spring Street, Post Office Box 245, Port Washington, WI 53074, Dennis E. Kenealy, 1201 South Spring Street, Post Office Box 245, Port Washington, WI 53074, Thomas W. Meaux, 121 W. Main St., PO Box 994, Port Washington, WI 53074, Andrew T. Struck, 121 W. Main St., PO Box 994, Port Washington, WI 53074

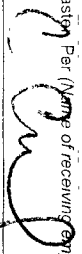
Signature: _____

Dated: _____

My commission expires: _____

6-2-2013



Name and Address of Sender		Check type of mail or service		Affix Stamp Here (If issued as a certificate of mailing, or for additional copies of this bill) Postmark and Date of Receipt		Actual Value if Registered		Insured Value		Due Sender if COD		DC Fee		SC Fee		SH Fee		RD Fee		RR Fee					
Notary P.O. Box 342443 Milwaukee, WI 53234		<input type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Delivery Confirmation <input type="checkbox"/> Express Mail <input type="checkbox"/> Insured		<input type="checkbox"/> Recorded Delivery (International) <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation		U.S. POSTAGE PAID MILWAUKEE, WI 53219-11 NOV 28, 11 PMOUNT \$15.54 00082414-13																			
1.	Article Number 2011 E1	Addressee (Name, Street, City, State, & ZIP Code) Rose Hass Leiden N6623 State Road 57 Belgium, WI 53004		Postage		Fee		Handling Charge		Actual Value if Registered		Insured Value		Due Sender if COD		DC Fee		SC Fee		SH Fee		RD Fee		RR Fee	
2.	2011 E2	Donald G. Dohrwardt 313 S. Milwaukee St. Fredonia, WI 53021																							
3.	2011 E3	Richard C. Nelson 1432 Noridge Trail Port Washington, WI 53074																							
4.	2011 E4	Alan P. Kieft 1134 Brookside Dr. Grafton, WI 53024																							
5.	2011 E5	Thomas H. Rickart 840 - 5th Ave. Grafton, WI 53024																							
6.	2011 E6	John C. Groszklaus 1316 13th Ave Grafton, WI 53024																							
7.	2011 E7	Glenn F. Stumpf 340 Horns Corners Rd. Cedarburg, WI 53012																							
8.	2011 E8	Gerald E. Walker W 70 N1018 Hampton Ct. Cedarburg, WI 53012																							
Total Number of Pieces Listed by Sender 8		Total Number of Pieces Received at Post Office 8		Postmaster Per (Name of receiving employee) 																					

PS Form 3877, February 2002 (Page 1 of 2)

Completed by Typewriter, Ink, or Ball Point Pen

See Privacy Act Statement on Reverse

EXHIBIT F
Page 8 of 34

Name and Address of Sender		Check type of mail or service		Affix Stamp Here (If issued as a certificate of mailing, or for additional copies of this bill)		Postmark and Date of Receipt		Handling Charge		Actual Value		Insured Value		Due Sender if COD		DC Fee		SC Fee		SH Fee		RD Fee		RR Fee	
Article Number		Certified COD Delivery Confirmation Express Mail Insured		Recorded Delivery (International) Registered Return Receipt for Merchandise Signature Confirmation		Postage		Fee		Actual Value		Insured Value		Due Sender if COD		DC Fee		SC Fee		SH Fee		RD Fee		RR Fee	
1. <i>No Fax P.O. Box 312443 Milwaukee, WI 53234</i>																									
2. <i>2011 E 9</i>																									
3. <i>2011 E 10</i>																									
4. <i>2011 E 11</i>																									
5. <i>2011 E 12</i>																									
6. <i>2011 E 13</i>																									
7. <i>2011 E 14</i>																									
8. <i>2011 E 15</i>																									
9. <i>2011 E 16</i>																									
Total Number of Pieces Listed by Sender <i>8</i>		Total Number of Pieces Received at Post Office <i>8</i>		Postmaster (Name of receiving employee)																					

PS Form 3877, February 2002 (Page 1 of 2)

Complete by Typewriter, Ink, or Ball Point Pen

See Privacy Act Statement on Reverse

Signature Confirmation

Restricted Delivery

Special Handling

Restricted Delivery

Return Receipt

Name and Address of Sender

Notary
P.O. Box 342443
Milwaukee, WI 53234

Check type of mail or service

☐ Certified
☐ COD
☐ Delivery Confirmation
☐ Express Mail
☐ Insured

Affix Stamp Here
(if issued as a
certificate of mailing,
or for additional
copies of this bill)

☐ Registered
☐ Return Receipt for Merchandise
☐ Signature Confirmation
☐ Date of Receipt

Article Number

Address (Name, Street, City, State, & ZIP Code)

Postage

Fee

Handling
ChargeActual Value
if RegisteredInsured
ValueDue Sender
if CODDC
FeeSC
FeeSH
FeeRD
FeeRR
FeeTotal Number of Pieces
Listed by Sender

8

Total Number of Pieces
Received at Post Office

8

Postmaster (Per Name of reviewing employee)

Andrew A. Fitzall
11501 N. Port Washington Rd
Magnon, WI 53092

See Privacy Act Statement on Reverse

PS Form 3877, February 2002 (Page 1 of 2)

Complete by Typewriter, Ink, or Ball Point Pen

Name and Address of Sender

No. 34243
P.O. Box 34243
Milwaukee, WI 53234

Check type of mail or service

- ☐ Certified
☐ COD
☐ Delivery Confirmation
☐ Express Mail
☐ Insured
☐ Recorded Delivery (International)
☐ Registered
☐ Return Receipt for Merchandise
☐ Signature Confirmation

Affix Stamp Here
(If issued as a certificate of mailing, or for additional copies of this bill)

Postmark and Date of Receipt

Addressee (Name, Street, City, State, & ZIP Code)

Postage

Fee

Handling Charge

Actual Value if Registered

Insured Value

Due Sender if COD

DC Fee

SC Fee

SH Fee

RD Fee

RR Fee

Article Number

2011 E 25

Patrick Marchese
18311 N. Woodfield Ct.
Meyers, WI 53092

2011 E 26

Karl V. Harte
627 Lake Bluff Rd.
Thierville, WI 53092

2011 E 27

Guthrie G. Bock
9018 W. Poplar Dr.
Meyers, WI 53097

2011 E 28

Robert T. Wukensstein
4707 W. Rankin Dr.
Meyers, WI 53092

2011 E 29

Nancy Szatkowski
10528 N. Gazebo Hill Pky W
Meyers, WI 53092

2011 E 30

Jahn T. Slater
9632 N. Valley Hill Dr.
Meyers, WI 53092

2011 E 31

Jennifer K. Rotkstein
217 E. Channing Square
Meyers, WI 53092

2011 E 32

Ronald A. Voigt
181 W. Main St.
Port Washington, WI 53074

Total Number of Pieces
Listed by Sender

8

Total Number of Pieces
Received at Post Office

8

Postmaster, P (Name of receiving employee)

Complete by typewriter, ink, or Ball Point Pen

See Privacy Act Statement on Reverse

Delivery Confirmation

Signature Confirmation

Special Handling

Restricted Delivery

Return Receipt

Name and Address of Sender

*Notary
P.O. Box 342443
Miami, WI 53034*

Article Number

*2011E33
2011E34
2011E35
2011E36
2011E37*

Check type of mail or service

☐ Certified
☐ COD
☐ Delivery Confirmation
☐ Express Mail
☐ Insured
☐ Recorded Delivery (international)
☐ Registered
☐ Return Receipt for Merchandise
☐ Signature Confirmation

Addressee (Name, Street, City, State, & ZIP Code)

*Karen L. Makowski
121 W. Main St.
P.O. Box 994
Port Washington, WI 53074
Marvise A. Strand
1201 South Spring St
Post Office Box 245
Port Washington, WI 53074
Dennis E. Kennedy
1201 South Spring St
Post Office Box 245
Port Washington, WI 53074
Thomas L. Meaux
121 W. Main St.
P.O. Box 994
Port Washington, WI 53074
Andrew T. Struck
121 W. Main St
P.O. Box 994
Port Washington, WI 53074*

Postage

Affix Stamp Here
(If issued as a certificate of mailing, or for additional copies of this bill) Postmark and Date of Receipt

Fee Handling Charge

Actual Value if Registered

Insured Value

Due Sender if COD

DC Fee

SC Fee

SH Fee

RD Fee

RR Fee

Total Number of Pieces Listed by Sender *5*

Total Number of Pieces Received at Post Office *5*

Postmaster, Per (Name of receiving employee)

Complete by Typewriter, Ink, or Ball Point Pen

See Privacy Act Statement on Reverse



Signature Confirmation
Special Handling
Restricted Delivery
Return Receipt

WEST MILWAUKEE BRANCH
MILWAUKEE, Wisconsin
532195012
5654840219 -0099
11/28/2011 (414)643-0338 03:12:32 PM

Product Description	Sale Qty	Unit Price	Final Price
Firm Mailing Bk Cert	37	\$0.42	\$15.54
Total:			\$15.54

Paid by:
Cash \$20.00
Change Due: -\$4.46

BRIGHTEN SOMEONE'S MAILBOX. Greeting cards available for purchase at select Post Offices.

Order stamps at usps.com/shop or call 1-800-Stamp24. Go to usps.com/clicknship to print shipping labels with postage. For other information call 1-800-ASK-USPS.

Get your mail when and where you want it with a secure Post Office Box. Sign up for a box online at usps.com/poboxes.

Bill#: 1000101021771
Clerk: 13

All sales final on stamps and postage
Refunds for guaranteed services only
Thank you for your business

HELP US SERVE YOU BETTER

Go to: <https://postalexperience.com/Pos>

TELL US ABOUT YOUR RECENT
POSTAL EXPERIENCE

YOUR OPINION COUNTS

Customer Copy

WEST MILWAUKEE BRANCH
MILWAUKEE, Wisconsin
532195012
5654840219 -0099
11/28/2011 (414)643-0338 03:13:28 PM

Product Description	Sale Qty	Unit Price	Final Price
(Forever) Lady Liberty/Flag Dble Side PSA Bklt	1	\$8.80	\$8.80
(Forever) Lady Liberty/Flag Dble Side PSA Bklt	1	\$8.80	\$8.80
Total:			\$17.60

Paid by:
Cash \$20.00
Change Due: -\$2.40

BRIGHTEN SOMEONE'S MAILBOX. Greeting cards available for purchase at select Post Offices.

Order stamps at usps.com/shop or call 1-800-Stamp24. Go to usps.com/clicknship to print shipping labels with postage. For other information call 1-800-ASK-USPS.

Get your mail when and where you want it with a secure Post Office Box. Sign up for a box online at usps.com/poboxes.

Bill#: 1000101021797
Clerk: 13

All sales final on stamps and postage
Refunds for guaranteed services only
Thank you for your business

HELP US SERVE YOU BETTER

Go to: <https://postalexperience.com/Pos>

TELL US ABOUT YOUR RECENT
POSTAL EXPERIENCE

YOUR OPINION COUNTS

Customer Copy

EXHIBIT F
Page 13 of 34

Kenneth A. Kraucunas
P.O. Box 342443
Milwaukee, Wisconsin 53234

U.S. DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN
FILED

2012 JAN 10 P 2:42

JON W. SANFILIPPO, Clerk
NOTICE
CLERK

October 28, 2011
U.S. District Court
Eastern Dist. of Wis.

I hereby certify that this is a
true and correct copy of the original now
remaining of record in my office

JON W. SANFILIPPO, Clerk

DATED: Deputy:

1/10/12 by B. Ray

To:

The Named **Public Officers** of Ozaukee County / County of Ozaukee
State of Wisconsin / Wisconsin

Dear **Public Officer**,

On October 13, 2011 I made a formal presentment to you, and each of you:

Thomas E. Winker, Robert A. Brooks, William S. Niehaus, Lee Schlenvogt, Daniel P. Becker, Joseph A. Dean, Raymond G. Meyer II, Timothy F. Kaul, Jacob Curtis, Daniel R. Buntrock, Kathlyn T. Geracie, Andrew A. Petzold, Patrick Marchese, Karl V. Hertz, Cynthia G. Bock, Robert T. Walerstein, Nancy Sharp Szatkowski, John J. Slater, Jennifer K. Rothstein, Rose Hass Leider, Donald G. Dohrwardt, Richard C. Nelson, Alan P. Kletti, Thomas H. Richart, John C. Grosklaus, Glenn F. Stumpf, Gerald E. Walker, Gustav W. Wirth, Jr., James H. Uselding, Kathlyn M. Callen, Mark A. Cronce, Maurice A. Straub, Karen L. Makoutz, Ronald A. Voigt, Dennis E. Kenealy, Thomas W. Meaux, Andrew T. Struck,

on behalf of Steven Alan Magritz via United States mail PS Form 3877. I mailed to you an Affidavit by Steven Alan Magritz affirming that you were in default with respect to his Notice of Fault and Opportunity To Cure.

You were requested to respond to me within 10 days with a response specific to the subject matter of the Notice of Fault and Opportunity To Cure. It has been 15 days and I have not received a response from you.

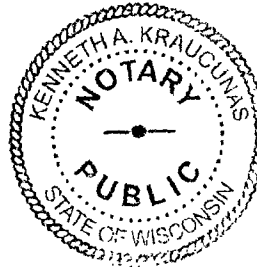
I am extending to you an additional three (3) day grace period for you to make response to me specific to the subject matter of the aforesaid Notice.

Respectfully,



Kenneth A. Kraucunas, Notary Public
P.O. Box 342443
Milwaukee, Wisconsin 53234

Dated this 28th Day of Oct., 2011
AND SIGNED IN MILWAUKEE COUNTY, WISCONSIN
MY COMMISSION EXPIRES 6-2-2013



ATTACHMENT # 4, page 1 of 8

EXHIBIT F
Page 14 of 34

Certificate of Mailing

I, the undersigned, certify that on October 28th, 2011, I mailed a **NOTICE** of fault regarding my October 13, 2011 request to respond to the Affidavit of Default by Steven Alan Magritz to his **NOTICE: TO EXHAUST ADMINISTRATIVE REMEDIES and FOR OTHER PURPOSES**, via United States mail, first class, postage prepaid, PS Form 3877, at Milwaukee, Wisconsin to:

Rose Hass Leider, N6623 State Road 57, Belgium WI 53004, Donald G. Dohrwardt, 313 S. Milwaukee St., Fredonia, WI 53021, Richard C. Nelson, 1432 Noridge Trail, Port Washington WI 53074, Alan P. Kletth, 1134 Brookside Dr., Grafton WI 53024, Thomas H. Richart, 840 - 5th Ave., Grafton WI 53024, John C. Grosklau, 1316 13th Ave., Grafton WI 53024, Glenn F. Stumpf, 340 Horns Corners Rd., Cedarburg WI 53012, Gerald E. Walker, W70 N1018 Hampton Ct., Cedarburg WI 53012, Gustav W. Wirth, Jr., N48 W6100 Spring St., Cedarburg WI 53012, James H. Uselding, N49 W6557 Western Rd., Cedarburg WI 53012, Kathlyn M. Callen, 12865 N. Oriole Ln., Mequon WI 53097, Mark A. Cronce, 9309 W. Stanford Ct., Mequon WI 53097, Thomas E. Winker, 6824 Six Mile Rd., Belgium, WI 53004, Robert A. Brooks, 204 E Dekora St., Saukville WI 53080, William S. Niehaus, 3439 Knollwood Rd., West Bend WI 53095, Lee Schlenvogt, 4250 County Road H, Port Washington WI 53074, Daniel P. Becker, 916 N Grant St., Port Washington WI 53074, Joseph A. Dean, 261 Nautica Drive, Port Washington, WI 53074, Raymond G. Meyer II, 616 S. Garfield Ave., Port Washington, WI 53074, Timothy F. Kaul, 1669 Ulao Parkway, Grafton WI 53024, Jacob Curtis, 396 W. Lilac Lane, Grafton, WI 53024, Daniel R. Buntrock, 2303 Spring Hill Dr., Cedarburg WI 53012, Kathlyn T. Geracie, N84 W5445 Warwick Sq. Cedarburg WI 53012, Andrew A. Petzold, 11501 N Port Washington Road, Mequon WI 53092, Patrick Marchese, 12311 N. Woodfield Ct., Mequon WI 53092, Karl V. Hertz, 627 Lake Bluff Rd, Thiensville WI 53092, Cynthia G. Bock, 9018 W Poplar Dr., Mequon WI 53097, Robert T. Walerstem, 4707 W Parkview Dr., Mequon WI 53092, Nancy Sharp Szatkowski, 10528 N. Gazebo Hill Pky W, Mequon WI 53092, John J. Slater, 9632 N. Valley Hill Dr., Mequon WI 53092, Jennifer K. Rothstein, 217 E Chowning Square, Mequon WI 53092, Ronald A. Voigt, 121 W Main St. PO Box 994, Port Washington WI 53074, Karen L. Makoutz, 121 W Main St. PO Box 994, Port Washington WI 53074, Maurice A. Straub, 1201 South Spring Street, Post Office Box 245, Port Washington, WI 53074, Dennis E. Kenealy, 1201 South Spring Street, Post Office Box 245, Port Washington, WI 53074, Thomas W. Meaux, 121 W. Main St., PO Box 994, Port Washington, WI 53074, Andrew T. Struck, 121 W. Main St., PO Box 994, Port Washington. WI 53074

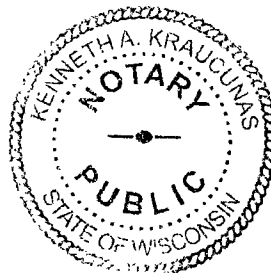
Signature



Dated:

10/28/2011

My commission expires: 6-2-2013



October 13, 2011

Kenneth A. Kraucunas
P.O. Box 342443
Milwaukee, Wisc. 53234

U.S. DISTRICT COURT
EASTERN DISTRICT-1
FILED

2012 JAN 10 P 2:42

JON W. SANFILIPPO
CLERK

NOTICE

U.S. District Court
Eastern Dist. of Wis.

I hereby certify that this is a
true and correct copy of the original now
remaining of record in my office

JON W. SANFILIPPO, Clerk

DATED: Deputy:

Victor by B. Ray

To:

The Named **Public Officers** of Ozaukee County / County of Ozaukee
State of Wisconsin / Wisconsin

Dear Public Officer,

I am making this formal presentment to you, and each of you:

Thomas E. Winker, Robert A. Brooks, William S. Niehaus, Lee Schlenvogt, Daniel P. Becker, Joseph A. Dean, Raymond G. Meyer II, Timothy F. Kaul, Jacob Curtis, Daniel R. Buntrock, Kathlyn T. Geracie, Andrew A. Petzold, Patrick Marchese, Karl V. Hertz, Cynthia G. Bock, Robert T. Walerstein, Nancy Sharp Szatkowski, John J. Slater, Jennifer K. Rothstein, Rose Hass Leider, Donald G. Dohrwardt, Richard C. Nelson, Alan P. Kletti, Thomas H. Richart, John C. Grosklaus, Glenn F. Stumpf, Gerald E. Walker, Gustav W. Wirth, Jr., James H. Uselding, Kathlyn M. Callen, Mark A. Cronic, Maurice A. Straub, Karen L. Makoutz, Ronald A. Voigt, Dennis E. Kenealy, Thomas W. Meaux, Andrew T. Struck,

on behalf of Steven Alan Magritz who affirms in his Affidavit of Default, a copy of which is attached, that you are in default with regard to his Notice of Fault and Opportunity To Cure.

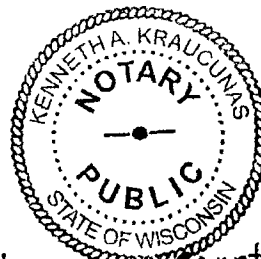
The Notice of Fault and Opportunity To Cure is reproduced verbatim within the context of the attached Affidavit.

Please respond to me with ten (10) days with a response specific to the subject matter contained in the **Notice of Fault and Opportunity To Cure**.

Respectfully,

[Redacted Signature]

Kenneth A. Kraucunas, Notary Public
P.O. Box 342443
Milwaukee, Wisc. 53234



*Dated in Milwaukee County, Wisconsin
my commission expires 6-2-2013*

ATTACHMENT # 3, page 1 of 15

EXHIBIT F
Page 16 of 34

County of Milwaukee)
)
State of Wisconsin)

AFFIDAVIT OF DEFAULT

I, Steven Alan Magritz, Affiant, being over the age of twenty-one years, of my first-hand personal knowledge and competent to testify to same, affirm under the penalties of perjury under the laws of Wisconsin (de jure) that the following facts are true, correct, complete, certain, and not made with the intent to mislead.

1. On August 16, 2011, Affiant caused a **NOTICE: TO EXHAUST ADMINISTRATIVE REMEDIES and FOR OTHER PURPOSES** to be mailed to the thirty-seven (37) Named Public Officers of Ozaukee County named herein below via United States mail, postage prepaid, with United States Postal Service Certificate of Mailing, PS Form 3877.

2. The **NOTICE: TO EXHAUST ADMINISTRATIVE REMEDIES and FOR OTHER PURPOSES** was lawful notification to the thirty-seven (37) Named Public Officers of Ozaukee County, and any and all agents or principals thereof.

3. Affiant did not receive a response from any of the thirty-seven (37) Named Public Officers of Ozaukee County to Affiant's **NOTICE: TO EXHAUST ADMINISTRATIVE REMEDIES and FOR OTHER PURPOSES**.

4. On September 21, 2011, Affiant caused a **Notice of Fault and Opportunity To Cure** to be mailed to the thirty-seven (37) Named Public Officers of Ozaukee County named herein below via United States mail, postage prepaid, with United States Postal Service Certificate of Mailing, PS Form 3877.

5. Affiant did not receive a response from any of the thirty-seven (37) Named Public Officers of Ozaukee County to Affiant's **Notice of Fault and Opportunity To Cure**.

6. The letters **NOTIFIED** the thirty-seven (37) Named Public Officers of Ozaukee County: (a) of Affiant's charges, averments, and statement; (b) that each of the (37) Named Public Officers of Ozaukee County, within a specified time period, had to rebut Affiant's charges, averments, or statements made in those letters if he/she disagreed with them; (c) that if any of the (37) Named Public Officers of Ozaukee County failed to do so (rebut), then he/she agreed with and admitted to Affiant's charges, averments, and statements.

7. The thirty-seven (37) Named Public Officers of Ozaukee County received the letters but failed to respond to the subject matter in them.

8. Each and every of the thirty-seven (37) Named Public Officers of Ozaukee County failed to rebut any of Affiant's charges, averments, or statements.

9. Pursuant to the **NOTICE** contained in the letters, each and every of the thirty-seven (37) Named Public Officers of Ozaukee County, by his/her failure to respond to, and further, to rebut Affiant's charges, averments, or statements made in Affiant's referenced letters, agrees with and admits to Affiant's charges, averments, and statements.

10. By failure of any of the thirty-seven (37) Named Public Officers of Ozaukee County to rebut the charges, averments, or statements contained in the referenced letters, each individually admits to all charges, averments, and statements. Some of those admitted charges, averments, and statements are listed below:

A. That as a Public Officer, he/she is a fiduciary of the Public Trust, is obligated to serve with the highest fidelity, that the major duty as a trustee of the Public Trust is to maintain honesty and loyalty to the constitutions of Wisconsin and the United States, that he/she has a fiduciary duty to Affiant to display good faith, honesty, and integrity, and that he/she is in breach of that fiduciary duty.

B. That Dennis E. Kenealy committed several criminal acts resulting in the unlawful and illegal taking of Affiant's private property without any compensation whatsoever to Affiant.

C. That each and every of the thirty seven (37) Named Public Officers has knowledge of the criminal acts of Dennis E. Kenealy and has either actively participated in the criminal acts and/or has concealed from the public the criminal acts of Kenealy.

D. That each and every of the thirty seven (37) Named Public Officers has knowledge of the general laws of Wisconsin, and knows that by omission or commission, he/she has acted in violation of the general laws of Wisconsin regarding the unlawful, unconstitutional taking of Affiant's *private* land and *private* effects.

11. The **Notice of Fault and Opportunity To Cure** mailed to the thirty-seven (37) Named Public Officers of Ozaukee County on September 21, 2011 **is set forth in its entirety below:**

[Beginning of Notice of Fault and Opportunity To Cure]

Steven Alan Magritz
C/o Notary
P.O. Box 342443
Milwaukee, Wis. 53234

To:
The Named Public officers of Ozaukee County / County of Ozaukee
State of Wisconsin / Wisconsin

Notice of Fault and Opportunity To Cure

Notice to Principal is Notice to Agent; Notice to Agent is Notice to Principal.

Notice to Superior is Notice to Subordinate or Agent.

Notice to Subordinate or Agent is Notice to Superior.

Dear Public Officer,

On August 16, 2011 a **lawful notification titled NOTICE: TO EXHAUST ADMINISTRATIVE REMEDIES and FOR OTHER PURPOSES** was mailed to each of you **individually**, Thomas E. Winker, Robert A. Brooks, William S. Niehaus, Lee Schlenvogt, Daniel P. Becker, Joseph A. Dean, Raymond G. Meyer II, Timothy F. Kaul, Jacob Curtis, Daniel R. Buntrock, Kathlyn T. Geracie, Andrew A. Petzold, Patrick Marchese, Karl V. Hertz, Cynthia G. Bock, Robert T. Walerstein, Nancy Sharp Szatkowski, John J. Slater, Jennifer K. Rothstein, Rose Hass Leider, Donald G. Dohrwardt, Richard C. Nelson, Alan P. Kletti, Thomas H. Richart, John C. Grosklaus, Glenn F. Stumpf, Gerald E. Walker, Gustav W. Wirth, Jr., James H. Uselding, Kathlyn M. Callen, Mark A. Cronic, Maurice A. Straub, Karen L. Makoutz, Ronald A. Voigt, Dennis E. Kenealy, Thomas W. Meaux, Andrew T. Struck, and applied to any and all principals, subordinates or agents thereof.

The **NOTICE** was sent pursuant to the federal Constitution, specifically, the "Bill of Rights", in particular, the First, Fourth, Fifth, Sixth, Seventh and Ninth Articles in Amendment, and the Declaration of Rights of the Constitution of the state of Wisconsin, specifically Article I, Sections 1, 2, 5, 9, 11, 12, 13, 14, 17, and 22, **and pursuant to your oath and/or position as a public officer and fiduciary of the Public Trust.**

The **NOTICE** required your written response to me specific to the subject matter
I have not received a response from you.

NOTICE: You are at fault. You are hereby granted a ten (10) day opportunity to cure.

This lawful **NOTICE**, to you, the above named 37 public officers, requires your **written response** to me, point by point, specific to the subject matter. Your failure to **cure, within ten (10) days**, as stipulated, and rebut, with particularity, that in this letter with which you disagree, is your lawful, legal, and binding agreement with and admission to the fact that everything in this letter is true, correct, legal, lawful and binding upon you in any court in America, without your protest or objection or that of those who represent you. **NOTICE:** Your silence is your acquiescence. See; *Connally v General Construction Co.*, 269 U. S. 385, 391. Notification of legal responsibility is "the first essential of due process of law." Also, See: *US V Tweel*, 550 F.2d. 297. **NOTICE:** "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."

Reference herein to "you" or "your" or similar pronoun means the respective individual public officer from the above named list of 37 public officers to whom this presentment is made.

You, and each of you above named 37 public officers individually, were requested to respond to the following, but have failed to do so:

1. All of the actions committed by the public officers named in this letter were committed in opposition to their oaths and in opposition to the Constitutional mandates contained in those oaths.
2. No public officer has the constitutionally delegated authority to deny, violate, contradict, or oppose the Constitutions to which they swore their oaths and to which they are duty bound by law.
3. All public officers named herein can lawfully act only within the lawful scope of their duties and authority; notwithstanding the named officials consistently acted outside the lawful scope of their duties and authority, as a custom, practice, or policy of either of them or their department, committee, agency, or board
4. The following acts or omissions, which occurred in Ozaukee County, Wisconsin, were knowingly and intentionally perpetrated by the herein Accused, Dennis E. Kenealy, with the intent to wrongfully deprive Affiant of his property valued in excess of \$700,000. The criminal acts of the Accused resulted in the taking by force on October 20, 2001 of Affiant's property, i.e., Affiant's private effects, personal property and 62.25 acres of private land the metes and bounds of which are set forth in document number 435131 recorded in the office of the Register of Deeds of Ozaukee County and are incorporated herein by reference.
5. On February 7, 2001, the Accused, knowing that the (then existing) Taxation and General Claims Committee of Ozaukee County had no statutory authority (Wis. stats. §§ 59.02(1) and 59.52(12)) to authorize foreclosure on an alleged "tax certificate" in excess of \$10,000, intentionally, purposely, falsely represented to said Committee that said Committee had the statutory authority to authorize the Accused to file suit against Affiant and Affiant's property, in violation of Wis. Stat. § 946.12 **Misconduct in public office.**
6. Attorney Dennis E. Kenealy *perpetrated a fraud* upon the Taxation and General Claims Committee, Ozaukee County, the people of the County, and upon Affiant.

7. Dennis E. Kenealy and the Taxation and General Claims Committee, by “authorizing” foreclosure action against Affiant’s *private* land, denied Affiant due process of law and *violated* Affiant’s *unalienable rights and constitutionally secured rights*, as set forth in Article I, sections 1, 2, 13, 14, 17, and 22 of the Constitution of the state of Wisconsin, and, the Fourth, Fifth, and Ninth Amendments to the Constitution of the United States.

8. On April 23, 2001, Affiant tendered payment in full, as evidenced by certified mail receipt and “green card”, for the alleged tax to Ozaukee County Treasurer Karen L. Makoutz in the amount of Twenty-two thousand, six hundred thirty-four and 97/100 dollars (\$22, 634.97) by way of a certified promissory note, which was accepted by Makoutz. On or about April 23, 2001, the Accused intentionally removed Affiant’s payment from the Ozaukee County Treasurer’s office and thereafter concealed said payment in furtherance of Accused’s scheme to steal Affiant’s property, in violation of Wis. Stat. § 943.20 **Theft**.

9. Attorney Dennis E. Kenealy, colluding and conspiring to commit fraud, *perpetrated a fraud* upon Affiant, Ozaukee County, and the people of the County.

10. Dennis E. Kenealy denied Affiant due process of law and *violated* Affiant’s *unalienable rights and constitutionally secured rights*, as set forth in Article I, sections 1, 2, 13, and 22 of the Constitution of the state of Wisconsin, and, the Fourth, Fifth, and Ninth Amendments to the Constitution of the United States.

11. On May 30, 2001, Affiant timely filed a Verified Answer and Counterclaim with the Ozaukee County Circuit Court by way of Registered United States mail RR 101 861 035 US, and, served the Answer and Counterclaim on Treasurer Karen L. Makoutz by way of Certified United States mail 7000 0520 0015 4077 0321, as evidenced by the mailing receipts and the signed “green cards”.

12. On or about May 31, 2001, the Accused intentionally, purposely, in furtherance of his scheme to injure Affiant and steal Affiant’s property, illegally removed, and thereafter concealed, Affiant’s Answer and Counterclaim from the court files. The Accused enlisted Clerk of Court Jeffrey S. Schmidt as a party to the conspiracy, whereby Schmidt did not enter the receipt of Affiant’s Answer and Counterclaim on the court record sheet or docket sheet, as evidenced by certified copy of court record, in violation of Wis. Stat. § 943.20 **Theft**, as well as in violation of Wis. Stat. § 946.72 **Tampering with public records and notices**.

13. Attorney Dennis E. Kenealy, colluding and conspiring to commit fraud, *perpetrated a fraud* upon Affiant, Ozaukee County Circuit Court, Ozaukee County, and the people of the County.

14. Dennis E. Kenealy denied Affiant due process of law and *violated* Affiant’s *unalienable rights and constitutionally secured rights*, as set forth in Article I, sections 1, 2, 13, and 22 of the Constitution of the state of Wisconsin, and, the Fourth, Fifth, and Ninth Amendments to the Constitution of the United States.

15. On August 8, 2001, in a hearing before judge Joseph D. McCormack, the Accused, in furtherance of his scheme to injure or defraud Affiant and steal Affiant’s property, and while in possession of Affiant’s payment as well as Affiant’s Answer that the Accused had stolen from the court files, intentionally, purposely, knowingly, falsely represented to the judge that Affiant had not paid the tax and falsely represented to the judge that Affiant had not filed an Answer to the Complaint, and, submitted to the judge for signing an Order and Judgment with the false representations, in violation of Wis. Stat. § 946.65 **Obstructing justice**, Wis. Stat. § 943.39 **Fraudulent writings**, Wis. Stat. § 946.12 **Misconduct in public office**, Wis. Stat. § 946.32 **False swearing**.

16. Attorney Dennis E. Kenealy *perpetrated a fraud* upon Affiant, Ozaukee County Circuit Court, Ozaukee County, and the people of the County.

17. Dennis E. Kenealy denied Affiant due process of law and *violated Affiant's unalienable rights and constitutionally secured rights*, as set forth in Article I, sections 1, 2, 13, and 22 of the Constitution of the state of Wisconsin, and, the Fourth, Fifth, and Ninth Amendments to the Constitution of the United States.

18. On August 10, 2001, the Accused, in furtherance of his scheme to wrongfully deprive Affiant of his property, recorded with the Register of Deeds two documents (no. 684564 and no. 684565) relating to a security interest in or title to Affiant's private property, knowing that the contents or any part of the contents were false, a sham, or frivolous, in violation of Wis. Stat. § 943.60 **Criminal slander of title**.

19. Attorney Dennis E. Kenealy *perpetrated a fraud* upon Affiant, Ozaukee County Circuit Court, Ozaukee County, and the people of the County.

20. Dennis E. Kenealy denied Affiant due process of law and *violated Affiant's unalienable rights and constitutionally secured rights*, as set forth in Article I, sections 1, 2, 13, and 22 of the Constitution of the state of Wisconsin, and, the Fourth, Fifth, and Ninth Amendments to the Constitution of the United States.

21. On or about September 24, 2001, the Accused, in furtherance of scheme to injure or defraud or wrongfully deprive Affiant of his property, removed and thereafter concealed, Affiant's Claim against Ozaukee County (and report of criminal activity of the Accused) that had been served upon Ozaukee County Clerk Dobberpuhl by Sheriff's Deputy G. L. Speth, in violation of Wis. Stat. § 943.20 **Theft**, Wis. Stat. § 946.72 **Tampering with public records and notices**.

22. Attorney Dennis E. Kenealy, colluding and conspiring to commit fraud, *perpetrated a fraud* upon Affiant, Ozaukee County Circuit Court, Ozaukee County, and the people of the County.

23. Dennis E. Kenealy denied Affiant due process of law and *violated Affiant's unalienable rights and constitutionally secured rights*, as set forth in Article I, sections 1, 2, 13, and 22 of the Constitution of the state of Wisconsin, and, the Fourth, Fifth, and Ninth Amendments to the Constitution of the United States.

24. On October 20, 2001, Maurice A. Straub, d/b/a Sheriff, with 2 dozen armed men, nine of whom wore full military camouflage and concealed their identity with black faces masks, violently broke into Affiant's *private* home, threatened Affiant with death by pointing machine guns at Affiant's head at point blank range while pointing a handgun at the head of Affiant's wife, seized Affiant and threw Affiant in the Ozaukee County jail, without a warrant and without a legal or lawful order from a court.

25. Maurice A. Straub assaulted Affiant, and *with knowledge*, acting in concert with attorney Dennis E. Kenealy, *perpetrated a fraud* upon Affiant, Ozaukee County, and the people of the County.

26. Maurice A. Straub denied Affiant due process of law and *violated Affiant's unalienable rights and constitutionally secured rights*, as set forth in Article I, sections 1, 2, 13, and 22 of the Constitution of the state of Wisconsin, and, the Fourth, Fifth, and Ninth Amendments to the Constitution of the United States.

27. On December 11, 2001, three others and Affiant visited the office of the clerk of court to inspect the case file to determine how judge Joseph D. McCormack could have legally granted a default judgment against Affiant when Affiant had not only filed a Verified Answer and Counterclaim, but Affiant also had paid in full the alleged taxes. Affiant confronted clerk Schmidt with the Postal Service "green card" evidencing receipt of the Answer and Counterclaim, and demanded to know why the Answer was not in the file and why the court record sheet did not reflect receipt of the Answer by the court. Schmidt immediately reached down, grabbed a phone, called Kenealy, and stated, "Dennis, Steve Magritz is here looking for the Answer to the Summons and Complaint on the foreclosure. Would you look for it in your office?"

28. After Affiant's December 11, 2001 confrontation with Jeffrey S. Schmidt, Affiant's Verified Answer and Counterclaim, which had been "missing" from the court file for over six (6) months, and which Dennis E. Kenealy had concealed from judge McCormack, and by which concealment Kenealy had fraudulently obtained a default judgment, mysteriously "reappeared" in the court file without any explanation whatsoever, as evidenced by court certified copies of the envelope and Answer and Counterclaim.

29. The Ozaukee County public officers in office at the time of the foregoing omissions or commissions acted fraudulently, denied Affiant due process of law, and *violated Affiant's unalienable rights and constitutionally secured rights*, as set forth in Article I, sections 1, 2, 13, 14, 17, and 22 of the Constitution of the state of Wisconsin, and, the Fourth, Fifth, and Ninth Amendments to the Constitution of the United States.

30. Each and every public officer in the above named list of 37 public officers knows or should know the facts stated in paragraphs 1 through 29 above.

31. Regarding the facts stated in paragraphs 1 through 29 above, each and every public officer in the above named list of 37 public officers has either concealed from the public or from law enforcement said facts, or has aided and abetted Dennis E. Kenealy, or, notwithstanding knowledge thereof, has not publicly or privately taken any legal or lawful action to correct the fraud, the breach of fiduciary, or the acts in violation of the unalienable rights or constitutionally secured rights of Affiant.

32. Each and every public officer in the above named list of 37 public officers has knowingly, intentionally, purposely failed or refused to restore Affiant to the peaceful possession of Affiant's private land, which was taken, without compensation, by force of arms by Maurice Straub on October 20, 2001, and which remains in the possession of Ozaukee County

33. You admit that you know or should know that:

- a. Affiant has a legally recognized security interest in Affiant's *private* land as evidenced in Wisconsin Department of Financial Institutions document number 01881263, as amended.
- b. No person, not State of Wisconsin, not Ozaukee County, nor any other person, has ever evidenced a claim or security interest in Affiant's *private* land.
- c. The Constitution of the United States created a public Trust.
- d. The Constitution of Wisconsin created a public Trust.
- e. You are a public officer.
- f. You are a fiduciary of the public trust.
- g. As a public officer you are obligated to serve with the highest fidelity.
- h. Your major duty as a trustee of the public trust is to maintain honesty and loyalty to the trust instrument(s), which are the constitutions of Wisconsin and the United States of America.

- i. Affiant is a beneficiary of the public trust.
- j. You have a fiduciary duty to Affiant to display good faith, honesty, and integrity.
- k. You are in breach of your fiduciary duty to Affiant.
- l. You have sworn an oath stating that, "I, the undersigned, who have been elected to the office of [office named], but have not yet entered upon the duties thereof, swear that I will support the Constitution of the United States and the Constitution of the State of Wisconsin, and will faithfully discharge the duties of said office to the best of my ability. So help me God."
- m. You are calling the wrath of God upon your head if you perjure your oath.
- n. The purpose of civil government is to protect the God-given Rights of men.
- o. You intended to swear an oath to support the Constitutions establishing the de jure governments.
- p. You are *bound* to support the Constitution of the United States and the Constitution of the State of Wisconsin.
- q. Your oath to support the Constitutions takes precedence over and is superior to other oaths including but not limited to *kol nidre* or a Masonic oath.
- r. The Constitution of the United States is clearly established law.
- s. The First Ten Articles in Amendment (commonly called "The Bill of Rights") to the Constitution of the United States is clearly established law
- t. The Constitution of the state of Wisconsin is clearly established law.
- u. The Declaration of Rights (Article I) of the Constitution of the state of Wisconsin is clearly established law
- v. The general laws of Wisconsin are founded upon the Constitution of the state of Wisconsin, must be consistent with said Constitution, and may not violate unalienable rights or rights secured by said Constitution.
- w. The general laws of Wisconsin do not allow you to violate unalienable rights or rights secured by said Constitution.
- x. By omission or commission, you have acted in violation of the general laws of Wisconsin regarding the unlawful, unconstitutional taking of Affiant's *private* land and *private* effects.
- y. Your predecessors have violated Affiant's constitutionally secured rights or unalienable rights.
- z. You are violating Affiant's constitutionally secured rights or unalienable rights.
- aa. Your acts or conduct with regard to Affiant's *private* land and *private* effects were conscious acts or conduct, which were done, or are being done, in conscious disregard of Affiant's rights.
- bb. Your acts or conduct with regard to Affiant's *private* land and *private* effects were conscious acts or conduct, which were done, or are being done, in conscious disregard of Affiant's financial well being.
- cc. Affiant never received any compensation for the taking of Affiant's private property.
- dd. You have a duty to not violate Affiant's constitutionally secured rights or Affiant's unalienable rights
- ee. The sole legitimate purpose of "government", at all levels, is to protect the life, liberty, and property of the people.
- ff. The consequences of perjury of your oath as set forth in the Fourteenth Amendment.
- gg. As a public officer, you cannot "justify" your illegal acts or unlawful acts or acts (or failure to act) in violation of Affiant's rights by hiding behind the skirts of, or by relying upon the advice, or the bad (or otherwise) advice, or the unlawful advice, or illegal advice of a person doing business as an attorney.
- hh. Dennis E. Kencaly is purporting to practice law as an attorney.
- ii. Dennis E. Kencaly has not filed the required oath or bond.

- jj. Dennis E. Kenealy does not have a license to practice law as an attorney issued by the state of Wisconsin as required by Wisconsin Statute § 757.30.
- kk. A "BAR card" issued by the Bar Association is not a license to practice law issued by the state of Wisconsin.
- ll. All acts committed or performed by Dennis E. Kenealy, purporting to be licensed to practice law as an attorney, are ultra vires.
- mm. All acts committed or performed by Dennis E. Kenealy purporting to act as Corporation Counsel for the corporation named Ozaukee County are ultra vires.
- nn. Extortion is an offense committed by a public official who illegally obtains property under color of office.
- oo. "Willful violators of constitutional requirements, which have been defined, certainly are in no position to say that they had no adequate advance notice that they would be visited with punishment." (325 U.S. 91).

If you disagree with anything in this Notice of Fault and Opportunity to Cure, you then must personally rebut that with which you disagree, in writing, with particularity, and send your response to the undersigned at the specific mailing location shown below, within ten (10) days of this letter's date, and support your disagreement with fact, evidence, and Constitutionally based law and/or Constitutionally based case law. Any response from you that is based on statutes other than constitutionally based statutes will not be deemed to be a proper reply. Understand that your failure to respond as stipulated constitutes your agreement with and admission to the fact that everything in this Notice is true, correct, legal, lawful, and is your irrevocable admission attesting to same. nihil dicit, fully binding upon you in any court in America, without your protest, objection, or that of those whom might represent you. You must also understand that should you fail to respond to the allegations and attestations made above, that any and all controversy in or regarding this matter will close and you will forever be barred from contest under the Doctrine of Estoppel by acquiescence.

I, Steven Alan Magritz, Affiant, state that I am competent and being of the age of majority affirm that my "yes" be "yes" and my "no" be "no" and that the facts stated herein are true, certain, correct, and not misleading and are made upon first hand knowledge except to those matters stated upon reason and belief which Affiant verily believes to be true. Dated this ____ day of September, 2011.

All Rights Reserved,

 Steven Alan Magritz
 C/o Notary
 P.O. Box 342443
 Milwaukee, Wisconsin 53234

Milwaukee County)
)
 State of Wisconsin)

I, a Notary Public in and for the State of Wisconsin, certify that Steven Alan Magritz did appear before me and in my presence and under oath did affix his signature to this Notice of Fault and Opportunity To Cure, at Milwaukee, Wisconsin on this the ____ day of September, 2011.

 Kenneth A. Kraucunas - Notary Public
 My Commission Expires, _____

Certificate of Mailing

I, the undersigned, certify that on September ____, 2011, I mailed a Notice of Fault and Opportunity To Cure signed by Steven Alan Magritz via United States mail, first class, postage prepaid, PS Form 3877, at Milwaukee, Wisconsin to:

Signature: _____ Dated: _____

[End of Notice of Fault and Opportunity To Cure]

12. Use of notary public is for identification and specifically not for entry into a foreign jurisdiction.

Dated this thirteenth day of October 2011.

All Rights Reserved,

Steven Alan Magritz

C/o Notary
P.O. Box 342443
Milwaukee, Wisconsin 53234

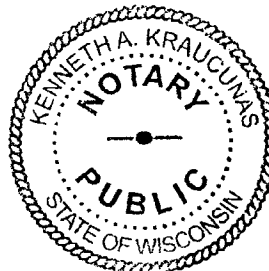
I, a Notary Public in and for the State of Wisconsin, certify that Steven Alan Magritz did appear before me and in my presence and under oath did affix his signature to this Affidavit, at Milwaukee, Wisconsin on this the 13th day of October 2011.

Kenneth A. Kraucunas - Notary Public

Kenneth A. Kraucunas - Notary Public

SIGNED IN MILWAUKEE COUNTY,
WISCONSIN. MY COMMISSION
EXPIRES 6-2-2013

My Commission Expires: 6-2-2013



Name and Address of Sender

Notary
P.O. Box 342443
Milwaukee, WI 53034

Article Number

Check type of mail or service

☐ Certified
☐ COD
☐ Delivery Confirmation
☐ Express Mail
☐ Insured

Addressee (Name, Street, City, State, & ZIP Code)

Postage

Fee

Handling Charge

Actual Value if Registered

Insured Value

Due Sender if COD

DC Fee

SC Fee

SH Fee

RD Fee

RR Fee

Affix Stamp Here

(If issued as a certificate of mailing, or for additional copies of this bill)

Postmark and Date of Receipt

Total Number of Pieces Listed by Sender

8

Total Number of Pieces Received at Post Office

8

Postmaster, Print Name of Operating Employee

Complete by Typewriter, Ink, or Ball Point Pen

See Privacy Act Statement on Reverse

8.

2011 C 8

Gerald E. Walker
470 N1018 Hampton Ct
Cedarburg, WI 53012

7.

2011 C 7

Glean F. Stampf
340 Horns Corners Rd
Cedarburg, WI 53012

6.

2011 C 6

John C. Gnosteklaus
1316 13th Ave
Grafton, WI 53024

5.

2011 C 5

Thomas H. Kiehart
840 S.W. Ave.
Grafton, WI 53024

4.

2011 C 4

Alan P. Kiehart
1134 Brookside Dr
Grafton, WI 53024

3.

2011 C 3

Richard C. Nelson
1432 Noridge Trail
Port Washington, WI 53074

2.

2011 C 2

Donald G. Dehrendt
313 S. Milwaukee St
Fredonia, WI 53021

1.

2011 C 1

Rose Hass Leiden
N 6623 State Road 57
Belgium, WI 53004

53021
 100 E 100

Delivery Confirmation

Signature Confirmation

Special Handling

Restricted Delivery

Return Receipt

Name and Address of Sender		Check type of mail or service		Affix Stamp Here (if issued as a certificate of mailing, or for additional copies of this bill)		Postage		Fee		Handling Charge		Actual Value if Registered		Insured Value		Due Sender if COD		DC Fee		SC Fee		SH Fee		F Fee	
Notary P.O. Box 342443 Milwaukee, WI 53234		<input type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Delivery Confirmation <input type="checkbox"/> Express Mail <input type="checkbox"/> Insured		<input type="checkbox"/> Recorded Delivery (International) <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation																					
1.	2011C9	Gustav W. Wirth, Jr. N48 W6100 Spring St. Cedarburg, WI 53012																							
2.	2011C10	James H. Harding Rt. N49 W6557 Wackerly Rd. Cedarburg, WI 53012																							
3.	2011C11	Kathryn M. Callen 13865 N. Oriole Ln Meyerton, WI 53097																							
4.	2011C12	Mark A. Chance 9309 W. Standing Ct Meyerton, WI 53097																							
5.	2011C13	Thomas E. Winken 6824 S. 1st Rd Belgium, WI 53004																							
6.	2011C14	Robert A. Brooks 204 E. Dekora St. Saukville, WI 53086																							
7.	2011C15	William S. Niehaus 3439 Knollwood Rd West Bend, WI 53095																							
8.	2011C16	Lee Schlenker 4250 County Road H Port Washington, WI 53074																							

PS Form 3877, February 2002 (Page 1 of 2)

Complete by Typewriter, Ink, or Ball Point Pen

See Privacy Act Statement on Reverse

Name and Address of Sender		Check type of mail or service		Recorded Delivery (International)		Affix Stamp Here (If issued as a certificate of mailing, or for additional copies of this bill)		Postage		Fee		Handling Charge		Actual Value if Registered		Insured Value		Due Sender if COD		DC Fee		SC Fee		SH Fee	
Notary P.O. Box 342443 Milwaukee, WI 53234		Certified COD Delivery Confirmation Express Mail Insured		Registered Return Receipt for Merchandise Signature Confirmation		Date of Receipt		Postage		Fee		Handling Charge		Actual Value if Registered		Insured Value		Due Sender if COD		DC Fee		SC Fee		SH Fee	
1.	Article Number 2011C17	Daniel P. Becker 916 N. Grant St. Port Washington, WI 53074																							
2.	2011C18	Joseph A. Dean 261 Nautilus Drive Port Washington, WI 53074																							
3.	2011C19	Raymond G. Meyer II 616 S. Garfield Ave. Port Washington, WI 53074																							
4.	2011C20	Timothy F. Kamel 166 Wino Parkway Grafton, WI 53024																							
5.	2011C21	Jacob Curtis 396 W. Lake Lane Grafton, WI 53024																							
6.	2011C22	Daniel R. Baethcock 2303 Spring Hill Dr Cedarburg, WI 53012																							
7.	2011C23	Kathleen T. Genacis 184 W. 5th Street Cedarburg, WI 53012																							
8.	2011C24	Andrew A. Fetzold 11501 N. Port Washington Rd Meyers, WI 53092																							

Total Number of Pieces Listed by Sender: 8

Total Number of Pieces Received at Post Office: 8

Postmaster, Per (Name of receiving employee): *[Signature]*

PS Form 3877, February 2002 (Page 1 of 2)

Complete by Typewriter, Ink, or Ball Point Pen

See Privacy Act Statement on Reverse

Name and Address of Sender		Check type of mail or service		Affix Stamp Here (If issued as a certificate of mailing, or for additional copies of this bill) Postmark and Date of Receipt		Delivery Confirmation Signature Confirmation Special Handling Restricted Delivery Return Receipt				
Article Number	Address (Name, Street, City, State & ZIP Code)	Postage	Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	DC Fee	SC Fee	SH Fee
1.	Notary P.O. Box 342445 Milwaukee, WI 53234									
2.	2011C25	Patrick Marckare 1311 N. Woodfield Ct Meyers, WI 53092								
3.	2011C26	Karl V. Hantz 627 Lake Bluff Rd Thierville, WI 53092								
4.	2011C27	Cynthia G. Beck 9018 W. Poplar Dr Meyers, WI 53092								
5.	2011C28	Robert T. Walenstein 4707 W. Parkview Dr Meyers, WI 53092								
6.	2011C29	Nancy Szafarski 10528 N. Garbo Hill Dr Meyers, WI 53092								
7.	2011C30	John T. Slater 9632 N. Valley Hill Dr Meyers, WI 53092								
8.	2011C31	Tennifer K. Rothstein 217 E. Clanning Square Meyers, WI 53092								
9.	2011C32	Ronald A. Wright 131 W. Main St P.O. Box 999 Port Washington, WI 53074								

Total Number of Pieces Listed by Sender: 8

Total Number of Pieces Received at Post Office: 8


Postmaster, Per (Name of receiving employee): A. Hantz

PS Form 3877, February 2002 (Page 1 of 2)

Complete by Typewriter, Ink, or Ball Point Pen

See Privacy Act Statement on Reverse

Name and Address of Sender		Check type of mail or service		Affix Stamp Here (If issued as a certificate of mailing, or for additional copies of this bill)		Postage		Fee		Handling Charge		Actual Value if Registered		Insured Value		Due Sender if COD		DC Fee		SC Fee		SH Fee	
Notary P.O. Box 342443 Milwaukee, WI 53034		<input type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Delivery Confirmation <input type="checkbox"/> Express Mail <input type="checkbox"/> Insured		<input type="checkbox"/> Recorded Delivery (International) <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Signature Confirmation																			
1	Article Number	Address (Name, Street, City, State, & ZIP Code)																					
2	2011C 33	Karen L. Makutka 101 W. Main St P.O. Box 994 Port Washington, WI 53074																					
3	2011C 34	Maurice A. Strand 1201 South Spring St P.O. Box 245 Port Washington, WI 53074																					
4	2011C 35	Dennis E. Evans 1201 South Spring St P.O. Box 245 Port Washington, WI 53074																					
5	2011C 36	Thomas W. Meaux 121 W. Main St. P.O. Box 994 Port Washington, WI 53074																					
6	2011C 37	Andrew T. Struck 121 W. Main St P.O. Box 994 Port Washington, WI 53074																					
7																							
8																							



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PS Form 3877, February 2002 (Page 1 of 2)

Complete by Typewriter, Ink, or Ball Point Pen

Steven Alan Magritz
C/o Notary
P.O. Box 342443
Milwaukee, Wis. 53234

U.S. DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN
FILED

2012 JAN 10 P 2:42

JON W. SANFILIPPO
CLERK

To:
The Named **Public Officers** of Ozaukee County / County of Ozaukee
State of Wisconsin / Wisconsin

U.S. District Court
Eastern District of Wisconsin
I hereby certify that this is a
true and correct copy of the original now
remaining of record in my office

JON W. SANFILIPPO, Clerk

DATED: Deputy:

1/10/12 by: B. Key

Notice of Fault and Opportunity To Cure

Notice to Principal is Notice to Agent; Notice to Agent is Notice to Principal.

Notice to Superior is Notice to Subordinate or Agent.

Notice to Subordinate or Agent is Notice to Superior.

Dear **Public Officer**,

On August 16, 2011 a **lawful notification** titled "**NOTICE: TO EXHAUST ADMINISTRATIVE REMEDIES and FOR OTHER PURPOSES**" was mailed to each of you individually, Thomas E. Winker, Robert A. Brooks, William S. Niehaus, Lee Schlenvogt, Daniel P. Becker, Joseph A. Dean, Raymond G. Meyer II, Timothy F. Kaul, Jacob Curtis, Daniel R. Buntrock, Kathlyn T. Geracie, Andrew A. Petzold, Patrick Marchese, Karl V. Hertz, Cynthia G. Bock, Robert T. Walerstein, Nancy Sharp Szatkowski, John J. Slater, Jennifer K. Rothstein, Rose Hass Leider, Donald G. Dohrwardt, Richard C. Nelson, Alan P. Kletti, Thomas H. Richart, John C. Groszklaus, Glenn F. Stumpf, Gerald E. Walker, Gustav W. Wirth, Jr., James H. Uselding, Kathlyn M. Callen, Mark A. Cronce, Maurice A. Straub, Karen L. Makoutz, Ronald A. Voigt, Dennis E. Kenealy, Thomas W. Meaux, Andrew T. Struck, and applied to any and all principals, subordinates or agents thereof.

The **NOTICE** was sent pursuant to the federal Constitution, specifically, the "Bill of Rights", in particular, the First, Fourth, Fifth, Sixth, Seventh and Ninth Articles in Amendment, and the Declaration of Rights of the Constitution of the state of Wisconsin, specifically Article I, Sections 1, 2, 5, 9, 11, 12, 13, 14, 17, and 22, and pursuant to your oath and/or position as a **Public Officer and fiduciary of the Public Trust**.

The **NOTICE** required your written response to me specific to the subject matter.
I have not received a response from you.

NOTICE: You are at fault. You are hereby granted a ten (10) day opportunity to cure.

This lawful **NOTICE**, to you, the above named 37 public officers, requires your **written response** to me, point by point, specific to the subject matter. Your failure to **cure, within ten (10) days**, as stipulated, and rebut, with particularity, that in this letter with which you disagree, is your lawful, legal, and binding agreement with and admission to the fact that everything in this letter is true, correct, legal, lawful and binding upon you in any court in America, without your

Steven Alan Magritz
C/o Notary
P.O. Box 342443
Milwaukee, Wis. 53219

U.S. DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN
FILED

2012 JAN 10 P 2:42

JON W. SANFILIPPO
CLERK

U.S. District Court
Eastern Dist. of Wis.

I hereby certify that this is a true and correct copy of the original now remaining of record in my office.

JON W. SANFILIPPO, Clerk

DATED: 1/10/12 Deputy: B. Ray

To:

The Named Public officers of Ozaukee County / County of Ozaukee
State of Wisconsin / Wisconsin

**NOTICE: TO EXHAUST ADMINISTRATIVE REMEDIES
and FOR OTHER PURPOSES**

Dear Public Officer:

This lawful notification to each of you individually, Thomas E. Winker, Robert A. Brooks, William S. Niehaus, Lee Schlenvogt, Daniel P. Becker, Joseph A. Dean, Raymond G. Meyer II, Timothy F. Kaul, Jacob Curtis, Daniel R. Buntrock, Kathlyn T. Geracie, Andrew A. Petzold, Patrick Marchese, Karl V. Hertz, Cynthia G. Bock, Robert T. Walerstein, Nancy Sharp Szatkowski, John J. Slater, Jennifer K. Rothstein, Rose Hass Leider, Donald G. Dohrwardt, Richard C. Nelson, Alan P. Kletti, Thomas H. Richart, John C. Grosklaus, Glenn F. Stumpf, Gerald E. Walker, Gustav W. Wirth, Jr., James H. Uselding, Kathlyn M. Callen, Mark A. Cronce, Maurice A. Straub, Karen L. Makoutz, Ronald A. Voigt, Dennis E. Kenealy, Thomas W. Meaux, Andrew T. Struck, and any and all subordinates or agents thereof, is sent pursuant to the federal Constitution, specifically, the "Bill of Rights", in particular, the First, Fourth, Fifth, Sixth, Seventh and Ninth Articles in Amendment, and the Declaration of Rights of the Constitution of the state of Wisconsin, specifically Article I, Sections 1, 2, 5, 9, 11, 12, 13, 14, 17, and 22, **and pursuant to your oath and/or position as a public officer**, and requires your written response to me specific to the subject matter. ^{Notice} Your failure to respond, **within 30 days**, as stipulated, and rebut, with particularity, that in this letter with which you disagree, is your lawful, legal, and binding agreement with and admission to the fact that everything in this letter is true, correct, legal, lawful and binding upon you in any court in America, without your protest or objection or that of those who represent you. Your silence is your acquiescence. See: *Connally v. General Construction Co.*, 269 U. S. 385, 391. Notification of legal responsibility is "the first essential of due process of law." Also, see: *U.S. V. Tweel*, 550 F.2d. 297. "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." Also, see Wis. Stat. § 804.11.

Reference herein to "you" or "your" or similar pronoun means the respective individual public officer from the above named list of 37 public officers to whom this presentment is made.

Reference herein to "Affiant, I, me, my, or mine" refers to Steven Alan Magritz.

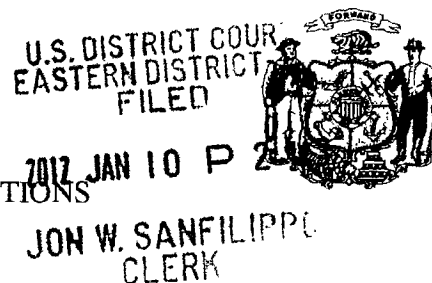
Incorporated herein by reference in its entirety is the Administrative Judgment (Ozaukee County Register of Deeds Document number 652471) setting forth the admissions of Attorney General

DFI/NOT/01
RECORD 2011

United States of America

State of Wisconsin

DEPARTMENT OF FINANCIAL INSTITUTIONS



TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETINGS:

I, PAUL M. HOLZEM, Administrator, Division of Corporate and Consumer Services, Department of Financial Institutions, do hereby certify that after a careful and diligent search of the records on file in this office, find that Kenneth A. Kraucunas was granted a notary public commission on March 31, 1993. Such commission was renewed on March 26, 1997, April 4, 2001, February 23, 2005 and June 3, 2009 and expires June 2, 2013.



IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed the official seal
of the Department.

Paul M. Holzem

PAUL M. HOLZEM, Administrator
Division of Corporate and Consumer Services
Department of Financial Institutions

DATE: December 7, 2011

BY: *Cheryl A. Miller*

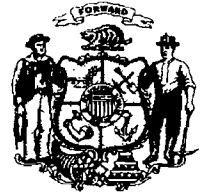
Effective July 1, 2011, the Department of Financial Institutions assumed the notary functions previously performed by the Secretary of State and is the successor custodian of notary records formerly held by the Secretary of State.

EXHIBIT F
Page 33 of 34

DFI/NOT/01
RECORD 2011

United States of America

State of Wisconsin



DEPARTMENT OF FINANCIAL INSTITUTIONS

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETINGS:

I, PAUL M. HOLZEM, Administrator, Division of Corporate and Consumer Services, Department of Financial Institutions, do hereby certify that after a careful and diligent search of the records on file in this office, find that Julie L. Menchak was granted a notary public commission on April 26, 2006. Such commission was renewed on March 3, 2010 and expires March 2, 2014.



IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed the official seal
of the Department.

Paul M. Holzem

PAUL M. HOLZEM, Administrator
Division of Corporate and Consumer Services
Department of Financial Institutions

DATE: December 7, 2011

BY: *Cheryl A. Meier*

Effective July 1, 2011, the Department of Financial Institutions assumed the notary functions previously performed by the Secretary of State and is the successor custodian of notary records formerly held by the Secretary of State.

EXHIBIT F
Page 34 of 34

EXHIBIT G

<http://www.ozaukeeexpress.com/images/030812/parkSM.png> **Board agrees to keep all of former Magritz property intact for use by public**

An effort by Ozaukee County Supr. Rose Hass Leider of the Town of Fredonia to have the county sell a house, pole building and 10 acres of the former Magritz property — which was acquired 10 years ago through foreclosure due to unpaid taxes — failed Wednesday by an 8-16 vote.



EXHIBIT G
Page 1 of 2

The board voted, 20-4, to designate 56 of the 62.5-acre parcel as a county park for passive recreation. The remaining 6.5 acres with the house and heated pole building will be used for park operations and closed to the public.

The 56 acres encompass critical Milwaukee River mesic woods that the Southeastern Wisconsin Regional Planning Commission has classified as a natural area of even more environmental importance than the county's Lion's Den Gorge, noted Supr. Jennifer Rothstein of Mequon, a member of the Natural Resources Committee that proposed the resolution.

"The county has a responsibility to protect this critical natural area," she said.

However, Leider and Supr. Don Dohrwardt of Fredonia were dogged in their efforts to allow the developed area to be used for a home site, proposing two additional amendments.

Dohrwardt's proposal to designate 52 acres as a park and 10 acres for parks operation was defeated 8-16. Leider then proposed designating only 56 acres as a park and leaving the 6.5 acres and buildings out of the resolution. That failed 7-17.

Noel Cutright, a noted bird and environmental expert, said he has changed his mind since writing a letter in support of the Town of Fredonia's efforts to have the county sell the house and land so the town could receive an estimated \$700 annually in taxes.

"It's better to put it all into the park system," Cutright said. "Someone could put in a horse farm."

County Board Chairman Robert Brooks said the county can decide at any time to sell a portion of the land, regardless of its park designation. He successfully persuaded the Natural Resources Committee not to cover any portion of the land with conservation easements that would prevent development.

Supr. Ray Meyer of Port Washington said rural developments are urbanizing the county and threatening its rural character.

"Quite frankly, those who argue for taxable property are sounding a death knell," he said. "We need to think differently. By preserving property like this, we're enhancing the value of the entire county."

Image Information: Ozaukee County supervisors, who toured the county-owned property off Shady Lane in the Town of Fredonia earlier this year, voted Wednesday to add the land to the county's park system, a move that will eventually open it to the public. Photo by Sam Arendt

EXHIBIT H

Affidavit of Publication

STATE OF WISCONSIN }
Ozaukee County } SS

(Apr. 19, 26, May 3, 2001)
NOTICE OF REMEDY

Notice is hereby given regarding trespass against the rights, title, or interests of Steven-Alan Magritz, in any property, corporeal or incorporeal, wherever situated, by officers of the vessel known as Ozaukee County operating under color of law, or by any man, woman, or person, THAT:

1) Any tort-feasor will be held personally liable, in his or her private capacity;

2) The vessel itself may be subjected to the remedy of *grounding*, i.e., removed from admiralty/maritime jurisdiction to the jurisdiction of the organic Republic under the constitution for the United States of America, 1787, amended 1791;

3) Tort-feasors are subject to liquidated damages in the amount of \$15,000,000.00 for each and every occurrence of trespass, from each and every tort-feasor, personally, jointly, and severally.

4) Anyone so interested take Notice of an Affidavit of no contracts and waiver of benefits recorded with the Register of Deeds in Ozaukee County, document number 674178.

William F. Schanen III, being duly sworn, says that he is the vice president of Port Publications, Inc., publishers of the Ozaukee Press, a public newspaper of general circulation, printed and published in the city of Port Washington and county of Ozaukee, Wisconsin; that a notice, of which the printed one hereto attached is a true copy, was published in the Ozaukee Press once each week for 3 weeks successively; that the first publication thereof was on the 19 day of April A.D. 20 01, and that the last publication thereof was on the 3 day of May A.D. 20 01.

EXHIBIT H
Page 1 of 1

Wm F Schanen III

Subscribed and sworn to before me this 15th day of

May A.D. 20 01

Notary Public, Ozaukee County, Wisconsin.

My commission expires 2-2-07

EXHIBIT I



Supreme Court of Wisconsin

STATE LAW LIBRARY
120 MARTIN LUTHER KING, JR. BLVD.
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Web Site: wsll.state.wi.us

Shirley S. Abrahamson
Chief Justice

Telephone (608) 266-1600
Fax (608) 267-2319
TTY (800) 947-3529

Jane E. Colwin
State Law Librarian

December 29, 2011

TO WHOM IT MAY CONCERN:

I, Julie Tessmer, Interim State Law Librarian, certify as follows:

1. that the exhibits attached to this letter bearing my official seal are correct copies of pages of books in the Wisconsin State Law Library and in my custody, and
2. that these copies and this certificate are made pursuant to the authority of Section 889.03 of the 2007-2008 Wisconsin Statutes.

IN TESTIMONY WHEREOF, I
have hereunto set my hand and
affixed my official seal at 120 MLK
Jr. Blvd. in the City of Madison,
State of Wisconsin, this December
29, 2011.

A handwritten signature in cursive script that reads "Julie Tessmer".

Julie Tessmer
Interim State Law Librarian

CV

(seal)

EXHIBIT I
Page 1 of 5

Source of copies:

Title page and pages 18 through 21 of *General Acts Passed by the Legislature of Wisconsin, in the year Eighteen Hundred and Fifty-Three, Together with Memorials and Resolutions*. Published by Authority, Printed by Beriah Brown, Madison (Wis.), 1853.

[material requested: Laws of Wisconsin, 1853, chapter 21, relating to the creation of Ozaukee County, Wis.]

(seal)



GENERAL ACTS

PASSED BY THE

LEGISLATURE OF WISCONSIN,

IN THE YEAR

EIGHTEEN HUNDRED AND FIFTY-THREE,

TOGETHER WITH

MEMORIALS AND RESOLUTIONS.

PUBLISHED BY AUTHORITY.

MADISON:

PRINTED BY BERTHA BROWN.

1853.

Washington lying within the following boundaries, to wit: Boundaries commencing at the southwest corner of township nine, north of range twenty-one, east of the fourth principal meridian; and running thence north, on the range line between ranges twenty and twenty-one, to the northwest corner of township twelve, range twenty-one east; thence east, on the township line between townships twelve and thirteen north, to the eastern boundary line of this state, in lake Winnebago; thence southerly, on said boundary line, until it intersects a line running due east between townships eight and nine north; thence west, on said line, to the place of beginning, is hereby set off and erected into a separate county, under the name and title of Ozaukee.

SEC. 2. That said county of Ozaukee is hereby erected, powers established, and organized with all the rights, powers, and privileges by law granted to other counties of this state, and subject to all general laws established for county government.

SEC. 3. That on the first Tuesday of April next, the electors resident in said county of Ozaukee shall meet in their respective towns, at the usual place of holding elections, and there and then proceed to elect all and every of the county officers provided by law for county government; which said officers shall hold their offices, when duly qualified, until the expiration of the regular term of similar offices in other counties.

SEC. 4. That on the first Tuesday of April next, there shall be elected by the qualified electors of said county of Ozaukee, a county judge, in accordance with the provisions of chapter eighty-six of the revised statutes of Wisconsin; who, when duly qualified, shall hold his office until the expiration of the regular term of similar officers in other counties.

SEC. 5. It shall be the duty of the secretary of state, as soon after the publication of this act as possible, to give notice to the sheriff of Washington county, specifying what officers are to be elected at the April town elections for the county of Ozaukee; and upon the receipt of such notice, the sheriff shall cause to be posted in three or more public places in each organized town in said county of Ozaukee, a notice specifying the officers to be elected for said county; for which service he shall be paid by the county of Ozaukee. The election shall be conducted in all respects at the polls as is provided by

Portage, Marathon, Crawford, Bad Ax, La Crosse, Chippewa, Outagamie, Columbia, and Marquette, appointed pursuant to an act entitled "an act to provide for the subdivision and appraisal of school lands in the counties therein named, and granting pre-emption rights thereon," approved March 15, 1852, the sum of three dollars per day for the time such surveyors were necessarily employed in surveying and subdividing the school lands in said counties: *Provided*, The said sum shall not be allowed to more than one surveyor for each county, in case more than one shall have been employed by such appraisers at the same time.

SEC. 2. There shall be allowed to such persons, not exceeding three in each county, as were actually employed by such appraisers to assist in the survey of the said school lands, the sum of one dollar and fifty cents per day for the time they were actually engaged and employed in such survey.

SEC. 3. The accounts for such services shall be audited by the secretary of state, when verified by the affidavit of such appraisers; and shall be paid out of the school fund, upon the certificate of the secretary of state, stating the amount so due for such service.

SEC. 4. There shall be allowed and paid by the state treasurer, out of the school fund, to the several counties, all necessary expenses (remaining unpaid to said counties) incurred and paid by the several counties of this state for compensation of appraisers of school lands embraced in sections numbered sixteen, and for surveyors, chainmen, or packers employed by such appraisers, under the laws of this state. The certificate of the clerk of the board of county supervisors, under his hand and seal, and countersigned by the chairman of said board, shall be evidence of the amount paid by each county respectively, and shall be filed in the office of the secretary of state.

SEC. 5. This act shall take effect and be in force from and after its passage.

Approved, March 4, 1853.

An Act for the division of the county of Washington, and the erection of the county of Ozaukee.

Chap. 21.

The people of the State of Wisconsin, represented in Senate and Assembly, do enact as follows:

SECTION 1. All that portion of the present county of

electd at the next April town election within the said county of Ozaukee, to meet at the court room in the village of Port Washington, on the first Monday of May next, at 10 o'clock, A. M., organize a board of county supervisors; and shall there and then proceed to select, within the limits of the said village of Port Washington, suitable lands for the erection of a court house and other county buildings; and also shall procure suitable rooms for holding courts, and for county officers.

Sec. 11. The supervisors of the county of Ozaukee are hereby authorized and empowered to procure a copy of the records of Washington county, relating to the titles of all lands situate within the limits of the said county of Ozaukee, as they now or may appear in the register's, circuit clerk, or clerk of the board of supervisors' offices, in said county of Washington. The copies so entered in the respective offices of Ozaukee county, shall be of the like form and effect as if originally entered of record in said county.

Sec. 12. The place known and designated as the village of West Bend, in town eleven, range nineteen, in the county of Washington, shall and it is hereby declared to be the county seat of said county of Washington; and the board of supervisors of said county shall, as soon as practicable, provide suitable buildings for county purposes in said village of West Bend. And said board of supervisors are required to meet at said village of West Bend, on the third Tuesday of March, A. D. 1853, for the purpose of providing said buildings, and selecting and procuring grounds and lots for the location of county buildings.

Sec. 13. All acts and parts of acts contravening this act are hereby repealed.

Sec. 14. It shall be the duty of the secretary of state to cause this act to be published forthwith, and it shall go into effect from and after its passage.

Approved, March 7, 1853.

An Act to authorize certain officers to administer oaths; and to provide for certain proceedings before the Court for the trial of Impeachments.

Chap. 22.

The people of the State of Wisconsin, represented in Senate and Assembly, do enact as follows:

Section 1. The president and chief clerk of the senate

law for general elections; and the returns shall be made to the sheriff of Washington county, at Port Washington, within six days after such election, in the same manner that returns are directed to be made to the county board of canvassers; on the Tuesday next following the election, the said sheriff shall take to his assistance two justices of the peace, residents in the county of Ozaukee, who shall be a board of canvassers, and shall proceed to canvass the votes cast at such election for county officers, in the same manner as is provided for by law for other boards of canvassers. Said board of canvassers shall immediately publish, in some newspaper in said county, the result of such election, and give a certificate of election to the person elected; and shall, as soon as the county board of supervisors shall be organized and a clerk elected, file with the said clerk, to be recorded as by law directed, such statement of the result of such election.

Sec. 6. The present village of Port Washington is hereby declared to be the county seat of said county of Ozaukee. The terms of the circuit court for said county, shall be held on the second Monday in June, and the third Monday in November, in each year.

Sec. 7. The liabilities or indebtedness of the present county of Washington shall be paid, satisfied, and discharged rateably by said county of Washington and county of Ozaukee, according to the last assessment of Washington county; except so far as the county of Washington shall have a fund, which shall be used in discharge of such indebtedness; and in case there is a county fund on hand, or real or personal property now owned by said county of Washington, the same shall be divided between the said counties, at the same rates as for the discharge of indebtedness. The board of supervisors of either county shall have power to audit claims for which both counties are liable.

Sec. 8. All processes, appeals, recognizances and other proceedings commenced, either in the circuit court for the county of Washington, or in the county court of said county, prior to the first Monday of May next, shall be prosecuted to final judgment therein, the same manner and with like effect as they might have been had this act not have been passed.

Sec. 9. The county of Ozaukee shall constitute the third senate district.

Sec. 10. It shall be the duty of the county supervisors

EXHIBIT J

528822

VOL 911 PAGE 46

RECORDED IN DEED, THIS _____th DAY OF _____, A.D. 19_____,
 AT _____ COUNTY, STATE OF _____, IN
 THE OFFICE OF THE REGISTER OF DEEDS, AS DOCUMENT
 NUMBER _____, VOLUME NUMBER _____.

* * * * *

DECLARATION OF, AND CLAIM OF RIGHTS IN AND TO LAND PATENTS

* * * * *

BE IT KNOWN BY ALL INTO WHOSE HANDS THESE PRESENTS MAY COME:

WHEREAS, Steven A. Magritz and Chieko Magritz, husband and wife as
 tenants by the entirety, are lawfully in possession of both the
 surface and mineral rights of the following described Real Estate
 situated in the Township of Fredonia, County of Ozaukee, State of
 Wisconsin, to wit:

Parcel 1: Forty-seven (47) acres, more or less, situated in
 Government Lots 8 and 9 in Fractional Section 34, T12N, R21E, in
 the Town of Fredonia, Ozaukee County, Wisconsin, more particularly
 bounded and described as follows: Commencing at a point located
 800 ft N of the S line of Government Lot 9 and 35 ft E of the W
 line of said Government Lot 9; the boundary line of said 47 acres
 running thence N 0° 59' E 570 ft to a point; thence E parallel to
 the N line of said Government Lot 9, 1737 ft, more or less, to the
 W shoreline of the Milwaukee River; thence S along the W
 shoreline of the Milwaukee River, 1600 ft, more or less, to a
 point in the S line of Government Lot 9; thence W to a point in
 said S line 700 ft E of the SW corner of Government Lot 9; thence
 N 0° 59' E 800 ft to a point; thence W parallel to said S line 665
 ft to the point of beginning.

Parcel 2: Thirteen (13) acres, more or less, situated in
 Government Lots 8 and 9 in Fractional Section 34, T12N, R21E, in
 the Town of Fredonia, Ozaukee County, Wisconsin, more particularly
 bounded and described as follows: Commencing at the SW corner of
 said Lot 9, said point being 1320 ft E of the SW corner of
 Fractional Section 34; thence N 0° 59' E on a line 1320 ft E of
 and parallel to the W line of Fractional Section 34 aforesaid 1370
 ft to a point; thence E on a line parallel to the S line of
 Government Lot 9, 35.00 ft to a point; thence S in a line parallel
 to the W line of said Fractional Section 34, 570.00 ft to a point;
 thence E in a line parallel to the S line of said Government Lot
 9, 665.00 ft to a point; thence S in a line parallel to the W line
 of said Fractional Section 34, 800.00 ft to a point in the S line
 of said Government Lot 9; thence W along the said S line of said

04-034-09-001.00

Government Lot 9, 700.00 ft to the place of beginning; also the following described real estate, situated in the County of Ozaukee and State of Wisconsin, to-wit: The N 1320 ft of the E 33 ft of the W One-half of the SW 1/4 of Section 34, T12N of R21E, in the Town of Fredonia, Ozaukee County, Wisconsin, all S of the Town Road; all of said real estate above described being subject to the reservation that the personnel of the Kallas Honey Farm, 6278 N. Sunny Point Rd., Glendale, Wisconsin, have the right to enter said premises, at any time, without harassment of any kind, for the purpose of servicing, maintaining and removing their bee colonies now located on said premises, said right to expire on or about October 1, 1961, at the close of the honey gathering season.

PARCEL 3: The E 33.00 ft of the W 1287.00 ft of the N 1485.00 ft of the SW 1/4 of Section 34 and the E 33.00 ft of the W 1320.00 ft of the S 165.00 ft of the N 1485.00 ft of the SW 1/4 of Section 34, T12N, R21E, in the Town of Fredonia, Ozaukee County, Wisconsin, containing 1.25 acres of land, more or less. All south of the Town Road.

All three parcels are located at W3797 Shady Lane, Town of Fredonia, County of Ozaukee, Wisconsin.

which is contained within the two (2) Tracts of Real Estate, (hereinafter referred to as "TRACTS"), each patented under a separate Certificate of the REGISTER OF THE LAND OFFICE, (hereinafter referred to as the "PATENTS"), the first Certificate originally deposited at Green Bay, Wisconsin Territory, duly received by the General Land Office, at the City of Washington (Washington, D.C.), and sealed thereupon by the President of the United States on the tenth day of August, A.D. 1837, the Patent having been numbered 1435, and the second Certificate, originally deposited at Milwaukee, Wisconsin Territory, duly received by the General Land Office, at the City of Washington (Washington, D.C.), and sealed thereupon by the President of the United States on the tenth day of December, A.D. 1840, the Patent having been numbered 672, and each of which a certified copy is attached hereto, do:

HEREBY DECLARE AND CLAIM: That they are the lawful assignees of the two Patents, and entitled to possession of all rights in and to the Patents, and of the grants of land made therein by the President to the original grantees TO HAVE AND TO HOLD the same, together with all the

rights, privileges, immunities, and appurtenances of whatsoever nature, thereunto belonging, and to their heirs and assigns forever, by virtue of the Quit Claim Deed granted to Declarant/Claimants, by the previous holder in fee simple of the above described Real Estate and recorded on the 18th day of September, 1990, in Ozaukee County, State of Wisconsin, Liber 683, Page 214, such Declaration and Claim being made only upon that portion of the Tracts particularly described above and not, for the purposed herein, upon any other portion of the Tracts not particularly described herein and not to affect the rights, privileges, immunities, and appurtenances of whatsoever nature, of any other holder in fee simple of any other portion of the Tracts.

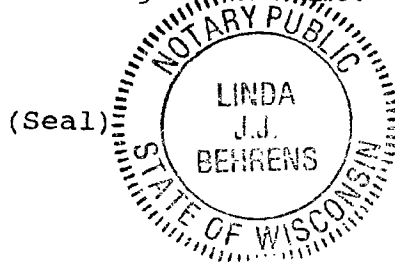
[Redacted Signature]

October 18, A.D. 1994

SUBSCRIBED AND AFFIRMED TO before me, a Notary for the State of Wisconsin, County of Ozaukee, Dated this 18th day of October A.D. 1994 the above named Steven A. Magritz and Chieko Magritz

to me known to be the person(s) who executed the foregoing instrument, and acknowledged ~~the same~~.

Linda J.J. Behrens
Notary Public



My Commission expires May 10, 1998

RECORDED

Address of property: W3797 Shady Lane, Fredonia Township, Ozaukee County, Wisconsin

1994 OCT 20 PM 2:15

This instrument was prepared by Steven A. Magritz and Chieko Magritz.

Mail to: Steven A. Magritz and Chieko Magritz
W3797 Shady Lane
Saukville, Wisconsin 53222

Ronald H. Vaigt
REGISTER OF DEEDS
OZAUKEE COUNTY, WI

CERTIFICATE

No. 672

THE UNITED STATES OF AMERICA,

VOL

911

PAGE

49

To all to whom these Presents shall come, Greeting:

WHEREAS *George Chamberlain, of Jefferson County, New York*has deposited in the GENERAL LAND OFFICE of the United States, a Certificate of the REGISTER OF THE LAND OFFICE at *Milwaukee*

whereby it appears that full payment has been made by the said

George Chamberlain

according to the provisions of

the Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," for

*the West half of the South West quarter of Section thirty four, in Township twelve North, of Range twenty one East, in the District of Lands subject to sale at Milwaukee, Wisconsin Territory, containing eighty acres*according to the official plat of the survey of the said Lands, returned to the General Land Office by the SURVEYOR GENERAL, which said tract has been purchased by the said *George Chamberlain*

NOW KNOW YE That the

United States of America, in consideration of the Premises, and in conformity with the several acts of Congress, in such case made and provided, HAVE GIVEN AND GRANTED, and by these presents DO GIVE AND GRANT, unto the said *George Chamberlain*and to *his* heirs, the said tract above described: TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances of whatsoever nature, thereunto belonging, unto the said *George Chamberlain*and to *his* heirs and assigns forever.In Testimony Whereof, I, *Martin Van Buren*,

PRESIDENT OF THE UNITED STATES OF AMERICA, have caused these Letters to be made PATENT, and the SEAL of the GENERAL LAND OFFICE to be hereunto affixed.

GIVEN under my hand, at the CITY OF WASHINGTON, the *tenth* day of *December*in the Year of our Lord one thousand eight hundred and *forty* and of theINDEPENDENCE OF THE UNITED STATES the Sixty *fifth*

BY THE PRESIDENT:

By

*M. G. Garland**Martin Van Buren*
M. Van Buren Jr.

Sec'y

RECORDER of the General Land Office.

EXHIBIT J
Page 4 of 7

Bureau of Land Management
Eastern States
7450 Boston Boulevard
Springfield, VA 22153

June 27, 1994
Date

I hereby certify that this
reproduction is a true copy
of the official record on
file in this office

James Bowles
Authorized Signature



CERTIFICATE
No. 1435

THE UNITED STATES OF AMERICA

VOL 911 PAGE 51

To all to whom these Presents shall come, Greeting:

WHEREAS *William Jones, of Chicago County, Illinois*

has deposited in the GENERAL LAND OFFICE of the United States, a Certificate of the REGISTER OF THE LAND OFFICE at *Green Bay* whereby it appears that full payment has been made by the said *William Jones*

according to the provisions of

the Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," for

the South West fractional quarter, of Section thirty one, and the Lots numbered one, two, three, four, five, six, seven, eight, and nine, of Section thirty four, in Township twelve North, of Range twenty one East, in the District of Lands subject to sale at Green Bay, Wisconsin Territory, containing six hundred and seven, acres, and seventy two hundredths of an acre.

according to the official plat of the survey of the said Lands, returned to the General Land Office by the SURVEYOR GENERAL, which said tract has been purchased by the said *William Jones*

NOW KNOW YE, That the

United States of America, in consideration of the Premises, and in conformity with the several acts of Congress, in such case made and provided, HAVE GIVEN AND GRANTED, and by these presents DO GIVE AND GRANT, unto the said *William Jones*

and to *his* heirs, the said tract above described: TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances of whatsoever nature, thereunto belonging, unto the said *William Jones*

and to *his* heirs and assigns forever.

In Testimony Whereof, *Martin Van Buren*

PRESIDENT OF THE UNITED STATES OF AMERICA, have caused these Letters to be made PATENT, and the SEAL of the GENERAL LAND OFFICE to be hereunto affixed.

GIVEN under my hand at the CITY OF WASHINGTON, the *tenth* day of *July*, *August* in the Year of our Lord one thousand eight hundred and *thirty seven* and of the INDEPENDENCE OF THE UNITED STATES the *sixty second*

BY THE PRESIDENT: *Martin Van Buren*

By

A. Van Buren

Sec'y.

Geo. S. Wilson

Hudson M. Hartland Recorder of the General Land Office.

EXHIBIT J
Page 6 of 7

VOL 911 PAGE 52

528822

Bureau of Land Management
Eastern States
7450 Boston Boulevard
Springfield, VA 22153

June 24, 1994
Date

I hereby certify that this
reproduction is a true copy
of the official record on
file in this office

Agnes Pauls
Authorized Signature

EXHIBIT J
Page 7 of 7

EXHIBIT K

AFFIDAVIT OF NOTICE OF CLAIM

VOL 1027 PAGE 446
RECORDED

Wisconsin state)
) ss
Ozaukee county)

1997 APR 29 PM 3:00

To Whom It May Concern:

Ronald H. Voigt
REGISTER OF DEEDS
OZAUKEE COUNTY, WI

NOTICE:

The undersigned Steven Alan, Magritz of his own personal knowledge does hereby declare and affirm by asseveration pursuant to the laws of the United States of America and pursuant to the constitution for Wisconsin state, that the following is true, correct and complete, and not for the purpose to mislead.

That he is over twenty-one years of age, is a competent witness, and can testify to all statements made herein.

That the affiant is a lay man and without law school training.

That the attached two page document entitled Claim To Private Land Rights is a true copy of a verified Claim signed by Affiant on April 28th, 1997, the original being held by Affiant.

That the attached certificates numbered 672 and 1435 are copies of PATENTS which have been certified true as indicated thereon, the original certified copies being held by Affiant.

That this document is to be referenced to the document found at volume 683, page 210, Register of Deeds, Ozaukee county, Wisconsin.

Further affiant saith nought.

Dated and signed this Twenty-ninth day of April, 1997 A.D., at Saukville, Wisconsin.

STATE OF WISCONSIN }
OZAUKEE COUNTY } ss

I certify that this is a true and correct copy of a document on file and of record in my office and has been compared by me.

12-2-02 Chris Wiebe
Date Register of Deeds (Deputy)

SUBSCRIBED AND AFFIRMED TO before me, a Notary for the State of Wisconsin, County of Ozaukee. Dated this 29th day of April, 1997 A.D., the above named Steven Alan, Magritz to me known to be the person who executed the foregoing instrument and acknowledged the same.

Diane G. Tietjen
Notary

My Commission expires 12-19-99

(seal)

EXHIBIT K
Page 1 of 7

Drafted by: Steven Alan, Magritz

Wisconsin state)
) ss
Ozaukee county)

\$18

I, Steven Alan, Magritz do hereby declare and affirm by asseveration that the following is true, correct and complete, and not for the purpose to mislead.

I, Steven Alan, Magritz claim, in law, the *private land* located in town of Fredonia, Ozaukee county, known and lawfully described within a town in Wisconsin state as follows:

I, Steven Alan, Magritz hereby rightfully declare said *private land* as inherited land through common law rights, having right of possession by way of antecedent owners, having actual possession, and right of title. This claim is not intended by Steven Alan, Magritz for the purpose to destroy anyone's interest in claims herein. This is an update on the assignment of the land patent rights in the land more fully described above. Steven Alan, Magritz is accepting this claim as an assignee of the

Witness

Witness

EXHIBIT K
Page 2 of 7

previous holders of the land patent for the property more fully described above. Steven Alan, Magritz has a right of possession from the previous owner, Betty Jane, Magritz. This land came to Steven Alan, Magritz by way of a conveyance instrument from Betty Jane, Magritz to Steven Alan, Magritz.

I, Steven Alan, Magritz claim all rights, title and interest in Fee simple Absolute on the above claimed land including but not limited to the right of possession. This claim has been perfected by Steven Alan, Magritz and made paramount by the fact that Steven Alan, Magritz is currently in possession of the land, and has right of possession to the land by his inheritance in the land claim from Yahweh and Yahweh's laws of nature, and by the way of the sale from the previous parties.

The failure, refusal, or neglect of any person to challenge the above said claim by way of an affidavit under penalty of perjury, pursuant to the laws of the United States of America, that is true, correct and complete, and a rebuttal on a point-by-point basis of the claim made herein within ninety (90) days from the date of filing notice of this claim will be deemed prima facie evidence of an admission of "waiver" to all their rights in law and equity to the private land described herein.

DEMAND is made upon all public officials not to modify or remove this claim in any manner. Public officials are estopped from attacking this claim pursuant to their duties set forth in the First, Fourth, Fifth, Ninth, and Tenth Amendments to the Constitution for the United States of America (1787).

NOTICE is hereby given to the world.

At the mouth of two witnesses,
or at the mouth of three witnesses,
shall the matter be established.
Deuteronomy 19:15

Steven Alan, Magritz
general delivery
Fredonia Post Office
Fredonia, Wisconsin

Before us witnesses appeared Steven Alan, Magritz who being known to us did affirm to the facts in this Private Land Claim, and subscribed hereto on this Twenty-eighth day of the fourth month in the year of our Lord nineteen hundred and ninety seven.

Witness

Witness

CIRLP6721435

This claim prepared by Claimant

NOTARY CERTIFICATION

I, a Notary Public for the State of Wisconsin, certify this to be an authentic copy of the original 2 page document entitled Claim to Private Land Rights, this 29th day of April, 1999.

Diane L. Tietjen
Notary Public

Seal:

My Commission expires: 12-19-99

EXHIBIT K
Page 3 of 7

CERTIFICATE
No. 1435

THE UNITED STATES OF AMERICA

To all to whom these Presents shall come, Greeting:

WHEREAS *William Jones, of Chicago County, Illinois*

has deposited in the SEVERAL LAND OFFICE of the United States, a Certificate of the REGISTER OF THE LAND OFFICE at *Green Bay* whereby it appears that full payment has been made by the said *William Jones*

according to the provisions of

the Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," for the South West fractional quarter, of Section thirty one, and the Lots numbered one, two, three, four, five, six, seven, eight, and nine, of Section thirty four, in Township twelve North, of Range twenty one East, in the District of Lands subject to sale at Green Bay, Wisconsin Territory, containing six hundred and seven, acres, and seventy two hundredths of an acre.

according to the official plat of the survey of the said Lands, returned to the General Land Office by the SURVEYOR GENERAL, which said tract has been purchased by the said *William Jones*

NOW KNOW YE, That the

United States of America, in consideration of the Premises, and in conformity with the several acts of Congress, in such case made and provided, HAVE GIVEN AND GRANTED, and by these presents DO GIVE AND GRANT, unto the said *William Jones*

and to his heirs, the said tract above described: TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances of whatsoever nature, thereunto belonging, unto the said *William Jones*

and to his heirs and assigns forever.

In Testimony Whereof, *Martin Van Buren*

PRESIDENT OF THE UNITED STATES OF AMERICA, have caused these Letters to be made PATENT, and the SEAL of the GENERAL LAND OFFICE to be hereunto affixed.

GIVEN under my hand at the CITY OF WASHINGTON, the *tenth* day of *July*, *August*

in the Year of our Lord one thousand eight hundred and *thirty seven* and of the

INDEPENDENCE OF THE UNITED STATES the *sixty second*

BY THE PRESIDENT, *Martin Van Buren*

By *H. Van Buren* Sec'y.

Hudson M. Bartland Recorder of the General Land Office.

Joe S. Nelson

EXHIBIT K
Page 4 of 7

Bureau of Land Management
Eastern States
7450 Boston Boulevard
Springfield, VA 22153

October 8, 1996
Date

I hereby certify that this
reproduction is a true copy
of the official record on
file in this office

Heather L. Ambrose
Authorized Signature

EXHIBIT K
Page 5 of 7

CERTIFICATE
No. 672

THE UNITED STATES OF AMERICA,

To all to whom these Presents shall come, Greeting:

WHEREAS *George Chamberlain, of Jefferson County, New York*

has deposited in the **GENERAL LAND OFFICE** of the United States, a Certificate of the **REGISTER OF THE LAND OFFICE** at *Milwaukee.* whereby it appears that full payment has been made by the said

George Chamberlain

according to the provisions of

the Act of Congress of the 24th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," for

the West half of the South West quarter of Section thirty four, in Township twelve North, of Range twenty one East, in the District of Lands subject to sale at Milwaukee, Wisconsin Territory, containing eighty acres

according to the official plat of the survey of the said Lands, returned to the General Land Office by the **SURVEYOR GENERAL**, which said tract has been purchased by the said *George Chamberlain*.

NOW KNOW YE. That the

United States of America, in consideration of the Premises, and in conformity with the several acts of Congress, in such case made and provided, **HAVE GIVEN AND GRANTED**, and by these presents **DO GIVE AND GRANT**, unto the said *George Chamberlain*

and to *his* heirs, the said tract above described: **TO HAVE AND TO HOLD** the same, together with all the rights, privileges, immunities, and appurtenances of whatsoever nature, thereunto belonging, unto the said *George Chamberlain*

and to *his* heirs and assigns forever.

In Testimony Whereof, I, *Martin Van Buren,*

PRESIDENT OF THE UNITED STATES OF AMERICA, have caused these Letters to be made **PATENT**, and the **SEAL** of the **GENERAL LAND OFFICE** to be hereunto affixed.

GIVEN under my hand, at the **CITY OF WASHINGTON**, the *tenth* day of *December* in the Year of our Lord one thousand eight hundred and *forty* and of the **INDEPENDENCE OF THE UNITED STATES** the Sixty *fifth*



BY THE PRESIDENT:

By

M. Garland

Martin Van Buren
M. Van Buren Jr.

Sec'y

Recorder of the General Land Office.

EXHIBIT K
Page 6 of 7

576044

Bureau of Land Management
Eastern States
7450 Boston Boulevard
Springfield, VA 22153

October 8, 1996
Date

I hereby certify that this
reproduction is a true copy
of the official record on
file in this office

Helen La Crosse
Authorized Signature

EXHIBIT K
Page 7 of 7

EXHIBIT L

Affidavit of Publication

STATE OF WISCONSIN }
Ozaukee County } SS

William F. Schanen III, being duly sworn, says that he is the vice president of Port Publications, Inc., publishers of the Ozaukee Press, a public newspaper of general circulation, printed and published in the city of Port Washington and county of Ozaukee, Wisconsin; that a notice, of which the printed one hereto attached is a true copy, was published in the Ozaukee Press once each week for 3 weeks successively; that the first publication thereof was on the 3 day of July A.D. 1997, and that the last publication thereof was on the 17 day of July A.D. 1997.

(July 3, 10, 17, 1997)

On April 29, 1997, a Notice of Claim To Private Land Rights was filed by Steven Alan Magritz in the office of the Register of Deeds, Ozaukee County, Wisconsin. Any challenge to said Claim must be made within 90 days of the filing of said NOTICE and pursuant to the terms set forth therein.

EXHIBIT L
Page 1 of 1

Subscribed and sworn to before me this 22nd day of

July A.D. 1997

Notary Public, Ozaukee County, Wisconsin.

My commission expires 11-27-00

mag07i

EXHIBIT M

ABSTRACT OF TITLE

TO

The South 40 acres of Government Lot 9 in Fractional Section 34, Town 12 North, Range 21 East in the Town of Fredonia, Ozaukee County, Wisconsin, more particularly bounded and described as follows: Commencing at the Southwest corner of said Lot, said point being 1320 feet East of the Southwest corner of Fractional Section 34; thence North $0^{\circ} 59'$ East on a line 1320 feet East of and parallel to the West line of Fractional Section 34 aforesaid 890.00 feet to a point; thence East on a line parallel to the South line of Government Lot 9, 1876 feet, more or less, to the West shore of Milwaukee River; thence Southerly along the West shore of the Milwaukee River 1100 feet, more or less, to a point in the South line of Government Lot 9; thence West along the South line of Government Lot 9, 1712 feet to the place of beginning.

Ozaukee Farm & Home Abstract Co.

125 North Franklin Street

Port Washington - - - Wisconsin

CARL E. GEROLD, President

RALPH J. HUIRAS, Secretary & Treasurer

EXHIBIT M Page 1 of 6

Return to
Ozaukee Farm & Home Abstract Co.

125 N. Franklin Street

Port Washington, Wisconsin

~~Business~~ OFFICE

Thiensville State Bank Bldg.

Thiensville, Wisconsin

ABSTRACT OF TITLE

TO

The North Twenty (20) acres of the South Sixty
(60) acres of the following described real estate:
Lots Eight (8) and Nine (9) in Section Thirty-four
(34) in Township Twelve (12) North, of Range
Twenty-one (21) East, containing 115.70 acres of
land, more or less.

Lots 1-2-3-4-5-6-7-8 and 9 of Section 34-12-21 East, containing 456.68 acres, were entered from the United States of America by William Jones, June 4, 1836 on Certificate of Entry No. 1435.

Lot Eight (8) comprises the Northwest Quarter of the Southeast Quarter lying West of the river and the Northeast Quarter of the Southwest Quarter of Section 34-12-21 East.

Lot Nine (9) comprises that part of the Southwest Quarter of the Southeast Quarter, lying West of the River, and the Southeast Quarter of the Southwest Quarter of Section 34-12-21 East.

United States of America)	PATENT. Dated August 10, 1837.
)	Certificate of Entry No. 1435.
To)	
William Jones)	Conveying: The Southwest fractional quarter of Section 31, and Lots 8 and 9 of Section 34-12-21 East, and other lands in District of lands subject to sale at Green Bay, Wisconsin Territory, containing 611.72 acres.
)	
		Recorded October 25, 1926 at 10:30 A.M. in Volume 75 of Deeds, page 306.

William Jones and Anna, his wife,)	QUIT CLAIM DEED. Dated and acknowledged June 26, 1837.
)	
To)	Consideration: \$2255.55
)	
Joseph H. Dwight)	Conveying: Lots 8 and 9 of Section 34-12-21 East, and other lands.
)	
		Attached is a certificate of the Clerk of the Commissioner's Court for Cook Co. Ill., under date of June 30, 1837.

EXHIBIT M
Page 3 of 6

Recorded July 3, 1837 at 8:00 A.M. in Volume A of Deeds, on page 129.

Gilbert M. Schucht and)
Virginia Schucht, his)
wife,)
To)
Chester W. Brown and Edith)
A. Brown, his wife, as)
joint tenants)

WARRANTY DEED. Dated and acknowl-
edged November 24, 1947.

Consideration: \$1.00 and other good
and valuable consideration. Revenue
Stamps in the amount of \$4.40 attached
to deed and cancelled.

Conveying: The South 40 acres of
Government Lot 9 in Fractional Sec-
tion 34, Town 12 North, Range 21 East
in the Town of Fredonia, Ozaukee
County, Wisconsin, more particularly bounded and described as follows:
Commencing at the Southwest corner of said Lot, said point being
1320 feet East of the Southwest corner of Fractional Section 34;
thence North 0° 59' East on a line 1320 feet East of and parallel to
the West line of Fractional Section 34 aforesaid 890.00 feet to a
point; thence East on a line parallel to the South line of Govern-
ment Lot 9, 1876 feet, more or less, to the West shore of Milwaukee
River; thence Southerly along the West shore of the Milwaukee River
1100 feet, more or less, to a point in the South line of Government
Lot 9; thence West along the South line of Government Lot 9, 1712
feet to the place of beginning.

Recorded December 11, 1947 at 9:00
A.M. in Volume 103 of Deeds, on page
270-271.

REFERENCE DEED

Virginia Schucht

WARRANTY DEED. Dated and acknowledged October 24, 1949.

to

Chester W. Brown and
Edith A. Brown, his wife,
as joint tenants.

Consideration: \$1.00 and other good and valuable considerations. Revenue stamps in the amount of \$2.20 attached to deed and cancelled.

Conveying: The North 20 acres of the South 60 acres of the following described real estate: Lots 8 and 9 in Section 34 in Township 12 North, of Range 21 East containing 115.70 acres of land, more or less, in the Town of Fredonia, Ozaukee County, Wisconsin.

Recorded: November 1, 1949 in volume 109 of Deeds on page 1, at 9:00 A. M.

CERTIFICATE

The OZAUKEE FARM AND HOME ABSTRACT COMPANY, hereby CERTIFIES that the foregoing abstract of title is a correct statement of all matters of record or on file in the hereinafter mentioned public offices of the County of Ozaukee, State of Wisconsin, affecting said title, as shown by its indexes to the records and files in said public offices, since the 4th day of June, 1836, -----, being the date of entry, to the date hereof, May 1, 1959, -----

FIRST:

No conveyance or other instrument affecting or relating to the said real estate of record in the office of the Register of Deeds for said Ozaukee County, EXCEPT AS HEREIN NOTED.

SECOND:

No Judgment docketed in the Circuit or County Courts of said Ozaukee County within the past ten years against - Chester W. Brown and Edith A. Brown, Ella Hill Bolens, Gilbert M. Schucht and Virginia Schucht

And no action commenced in the County or Circuit Courts of Ozaukee County, Wisconsin, affecting said real estate,
EXCEPT AS HEREIN NOTED.

THIRD:

No unsatisfied mechanic's lien filed against said real estate, and no Federal Tax Liens filed in the office of the Register of Deeds of said County against any of the above named parties hereto, EXCEPT AS HEREIN NOTED.

FOURTH:

No unredeemed or uncanceled sales against the said real estate for taxes, EXCEPT AS HEREIN NOTED.

Taxes for the year 1958 are paid.

FIFTH:

No unsatisfied lien for Old Age Assistance filed in the office of the Register of Deeds of said County, EXCEPT AS HEREIN NOTED.

SIXTH:

Examination does not include:

Improvement Bonds issued.

Special Assessments levied and not recorded.

Unrecorded zoning ordinances and real estate restrictions.

Dated at Port Washington, Wisconsin, this 1st day of May, 1959, at 9 o'clock A.M.

OZAUKEE FARM AND HOME ABSTRACT COMPANY

By

Paul E. Gerold
President

Secretary

EXHIBIT M
Page 6 of 6

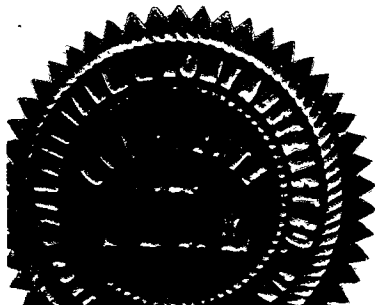


EXHIBIT N

January 4, 2012

Steven Alan Magritz
C/o Notary
P.O. Box 342443
Milwaukee, Wisconsin 53234

Marylou Mueller, Clerk of Court
Ozaukee County Justice Center
1201 S. Spring St.
Port Washington, WI 53074

Dear Marylou Mueller,

Herewith this letter transmitted to you via ^{private} courier please find documents for filing in case no. **2011CF000236**.

1. A NOTICE OF FILING OF AFFIDAVIT.
2. An AFFIDAVIT (5 pages plus attachments)

I request you provide my courier with certified copies of the Notice and the 5 pages of Affidavit (not the attachments).

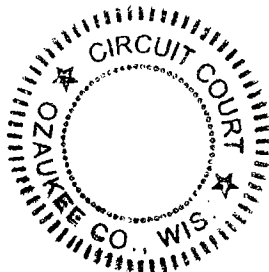
Further, I have requested the courier exam the aforesaid case file and obtain certified copies of specific documents therein.

Thank you for your assistance.

Very truly,

[Redacted Signature]

Steven Alan Magritz, victim and witness of crime.



STATE OF WISCONSIN } SS
OZAUKEE COUNTY

I certify that this is a true and correct copy of a document on file and of record in my office and has been compared by me:

Theresa A. Wester
Clerk of Courts (Deputy) Date

1-5-12

EXHIBIT N
Page 1 of 7

2012 JAN -5 PM 8:06
2012 JAN -5 AM 8:59

NOTICE OF FILING OF AFFIDAVIT

To: Ozaukee County Circuit Court, Branch III, 1201 S. Spring Street, Port Washington, Wisconsin 53074.

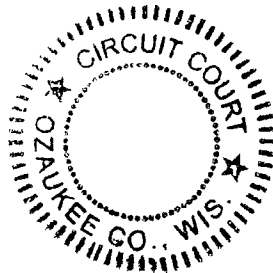
NOTICE IS HEREBY GIVEN that on December 9, 2011, Steven Alan Magritz, did file with the Ozaukee County Circuit Court, Branch III, 1201 S. Spring Street, Port Washington, Wisconsin 53074, Case Number 2011CF000236 an **AFFIDAVIT** titled **12/09/2011 REPORT OF CRIMINAL ACTIVITY BY VICTIM/WITNESS** a copy of which is attached hereto and incorporated herein by reference.

Further NOTICE is hereby given that you have 10 days from January 5, 2012 to rebut said Affidavit, point by point, lest you be deemed to accept and assent to the facts contained therein.

Dated: January 4, 2012.

[Redacted Signature]

Steven Alan Magritz
Mailing in care of:
Notary
P.O. Box 342443
Milwaukee, Wisconsin 53234



STATE OF WISCONSIN

} ss

OZAUKEE COUNTY

I certify that this is a true and correct copy of a document on file and of record in my office and has been compared by me

Theresa A. Wester
Clerk of Courts (Deputy) Date

1-5-12

EXHIBIT N
Page 2 of 7

2012 JAN -5 AM 8:59

2012 JAN -5 AM 9:05

Steven Alan Magritz, victim and witness
C/o Notary
P.O. Box 342443
Milwaukee, Wis. 53234

December 9, 2011

2011CF000236

Re: Ongoing Criminal Activity by Public Officers

To:

Governor Scott Walker; Lieutenant Governor Rebecca Kleefisch;
Senator Glenn Grothman; Representative Daniel R. LeMahieu;
J. B. Van Hollen, Attorney General; A. John Voelker, Director of State Courts;
J. Mac Davis, chief judge; Marylou Mueller, Clerk of Court;
Paul V. Malloy, Tom R. Wolfgram, Sandy A. Williams, circuit court judges;
Lt. Jeff Taylor; and *Unnamed Others*

Dear Public Officers and Fiduciaries of the Public Trust:

I have previously filed two (2) Affidavits of criminal activity by a victim and witness of crime, the first dated July 12, 2011, and an updated October 28 Affidavit adding paragraphs 13 and 14. **Both** Affidavits were filed with the Ozaukee County Sheriff, the Ozaukee County District Attorney, and the Ozaukee County Circuit Court (case number 2011JD0001).


BOTH Affidavits remain unrebutted.

The criminal acts complained of began in 2001, **have been ongoing**, and **continue to this present day**. The most recent acts were committed on or about December 1, 2011 and consist of tampering with and retaliating against a victim, witness, or informant in violation of 18 U.S.C. §§ 1512 and 1513 and Wis. Stats. §§ 943.43 and 943.45.

The original perpetrator of the criminal acts in 2001, Dennis E. Kenealy, has enlisted the aid of another attorney, Adam Y. Gerol, in perpetrating the latest criminal acts. Both Kenealy and Gerol are attempting to unlawfully use the force of violence inherent in the police power of the state in retaliation against your Affiant.

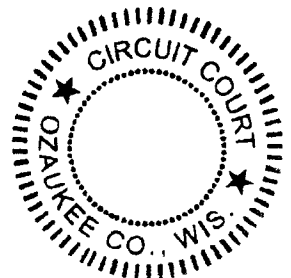
Attached please find an updated Affidavit adding paragraphs 15 and 16.

Sincerely,



Steven Alan Magritz, victim and witness of crime

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12/09/2011 REPORT OF CRIMINAL ACTIVITY BY VICTIM/WITNESS

Re: Criminal Activity on the part of Dennis E. Kenealy, corporation counsel of Ozaukee County, Wisconsin

Milwaukee county)
)ss
Wisconsin)

2011CF000236

1. I, Affiant herein, Steven Alan Magritz, state that I am competent and being of the age of majority affirm that my "yes" be "yes" and my "no" be "no" and that the facts stated herein are true, certain, correct, and not misleading and are made upon first hand knowledge except to those matters stated upon reason and belief which Affiant verily believes to be true.

2. The following acts or omissions which occurred in Ozaukee County, Wisconsin, were knowingly and intentionally perpetrated by the Accused, Dennis E. Kenealy, with the intent to wrongfully deprive Affiant of his property valued in excess of \$700,000. The criminal acts of the Accused resulted in the taking by force of Affiant's property on October 20, 2001.

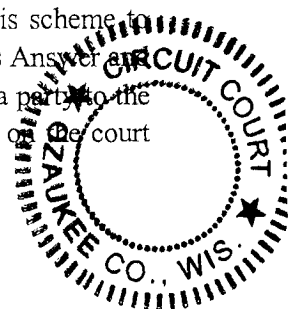
3. On February 7, 2001, the Accused, knowing that the (then existing) Taxation and General Claims Committee of Ozaukee County had no statutory authority (Wis. stats. §§ 59.02(1) and 59.52(12)) to authorize foreclosure on an alleged "tax certificate" in excess of \$10,000, intentionally, purposely, falsely represented to said Committee that said Committee had the statutory authority to authorize the Accused to file suit against Affiant and Affiant's property, in violation of Wis. Stat. § 946.12 **Misconduct in public office**.

4. On April 23, 2001, Affiant tendered payment in full, as evidenced by certified mail receipt and "green card", for the alleged tax to Ozaukee County Treasurer Karen L. Makoutz in the amount of Twenty-two thousand, six hundred thirty-four and 97/100 dollars (\$22, 634.97) by way of a certified promissory note, which was accepted by Makoutz. On or about April 23, 2001, the Accused intentionally removed Affiant's payment from the Ozaukee County Treasurer's office and thereafter concealed said payment in furtherance of Accused's scheme to steal Affiant's property, in violation of Wis. Stat. § 943.20 **Theft**.

5. On May 30, 2001, Affiant timely filed a Verified Answer and Counterclaim with the Ozaukee County Circuit Court by way of Registered United States mail RR 101 861 035 US, and, served the Answer and Counterclaim on Treasurer Karen L. Makoutz by way of Certified United States mail 7000 0520 0015 4077 0321, as evidenced by the mailing receipts and the signed "green cards".

6. On or about May 31, 2001, the Accused intentionally, purposely, in furtherance of his scheme to injure Affiant and steal Affiant's property, illegally removed, and thereafter concealed, Affiant's Answer and Counterclaim from the court files. The Accused enlisted Clerk of Court Jeffrey S. Schmidt as a party to the conspiracy, whereby Schmidt did not enter the receipt of Affiant's Answer and Counterclaim on the court

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record sheet or docket sheet, as evidenced by certified copy of court record, in violation of Wis. Stat. § 943.20 **Theft**, as well as in violation of Wis. Stat. § 946.72 **Tampering with public records and notices**.

7. On August 8, 2001, in a hearing before judge Joseph D. McCormack, the Accused, in furtherance of his scheme to injure or defraud Affiant and steal Affiant's property, and while in possession of Affiant's payment as well as Affiant's Answer that the Accused had stolen from the court files, intentionally, purposely, knowingly, falsely represented to the judge that Affiant had not paid the tax and falsely represented to the judge that Affiant had not filed an Answer to the Complaint, and, submitted to the judge for signing an Order and Judgment with the false representations, in violation of Wis. Stat. § 946.65 **Obstructing justice**, Wis. Stat. § 943.39 **Fraudulent writings**, Wis. Stat. § 946.12 **Misconduct in public office**, Wis. Stat. § 946.32 **False swearing**.

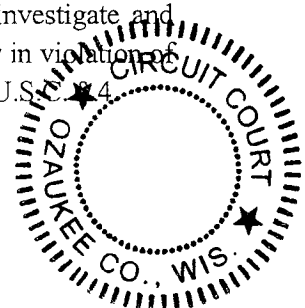
8. On August 10, 2001, the Accused, in furtherance of his scheme to wrongfully deprive Affiant of his property, recorded with the Register of Deeds two documents (no. 684564 and no. 684565) relating to a security interest in or title to Affiant's private property, knowing that the contents or any part of the contents were false, a sham, or frivolous, in violation of Wis. Stat. § 943.60 **Criminal slander of title**.

9. On or about September 24, 2001, the Accused, in furtherance of scheme to injure or defraud or wrongfully deprive Affiant of his property, removed and thereafter concealed, Affiant's Claim against Ozaukee County (and report of criminal activity of the Accused) that had been served upon Ozaukee County Clerk Dobberpuhl by Sheriff's Deputy G. L. Speth, in violation of Wis. Stat. § 943.20 **Theft**, Wis. Stat. § 946.72 **Tampering with public records and notices**.

10. On December 11, 2001, three others and Affiant visited the office of the clerk of court to inspect the case file to determine how judge Joseph D. McCormack could have legally granted a default judgment against Affiant when Affiant had not only filed a Verified Answer and Counterclaim, but Affiant also had paid in full the alleged taxes. Affiant confronted clerk Schmidt with the Postal Service "green card" evidencing receipt of the Answer and Counterclaim, and demanded to know why the Answer was not in the file and why the court record sheet did not reflect receipt of the Answer by the court. Schmidt immediately reached down, grabbed a phone, called Kenealy, and stated, "Dennis, Steve Magritz is here looking for the Answer to the Summons and Complaint on the foreclosure. Would you look for it in your office?"

11. After Affiant's December 11, 2001 confrontation with Jeffrey S. Schmidt, Affiant's Verified Answer and Counterclaim, which had been "missing" from the court file for over six (6) months, and which Dennis E. Kenealy had concealed from judge McCormack, and by which concealment Kenealy had fraudulently obtained a default judgment, mysteriously "reappeared" in the court file without any explanation whatsoever, as evidenced by court certified copies of the envelope and Answer and Counterclaim.

12. On October 20, 2003, Affiant filed with Ozaukee County District Attorney Sandy A. Williams an "Affidavit of Criminal Report and Probable Cause By Witness and Victim of Criminal Activity" regarding the crimes against Affiant perpetrated by public officers. Sandy A. Williams refused to investigate and refused to prosecute the crimes perpetrated by her fellow public officers, a **dereliction of duty** in violation of Wis. Stat. § 946.12 **Misconduct in public office**, and **Misprision of felony** in violation of 18 U.S.C. § 4.

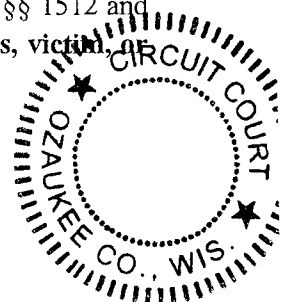


13. On November 5, 2007, Affiant's "Verified Amended Motion To Vacate A Void Judgment", (the Judgment entered on August 9, 2001 by Joseph D. McCormack) was "heard" by Judge Andrew T. Gonring. Affiant gave testimony under penalty of perjury regarding the crimes of Dennis E. Kenealy. Both Kenealy and Karen Makoutz were present, and neither rebutted Affiant's sworn testimony. Prior to the hearing, Gonring's clerk refused to allow Affiant to file a written, sworn affidavit in support of Affiant's Verified Motion. During the hearing Gonring himself refused to allow Affiant to file the written, sworn affidavit, and further, denied a motion moving Gonring to perform his required duties as judge, a **derelection of duty** in violation of Wis. Stat. § 946.12 **Misconduct in public office**, and **Misprision of felony** in violation of 18 U.S.C. § 4.

14. Affiant paid Court Reporter Tamara A. Hardy valuable consideration for a transcript of the aforesaid November 7, 2007 hearing. Affiant praeciped Hardy to make thirty-six (36) corrections to the official transcript. Hardy refused to make the corrections to the transcript, in violation of Wis. Stat. § 946.72 **Tampering with public records and notices** and in violation of Wis. Stat. § 946.12 **Misconduct in public office**.

15. On or about December 1, 2011, the Accused, Dennis E. Kenealy, caused to be filed in Ozaukee County Circuit Court a petition for injunction against Affiant who has been exhausting administrative remedies **for a pending lawsuit in the federal venue**. Kenealy has thus provided **evidence** of his **ongoing scheme** to steal Affiant's private property by tampering with and retaliating against a victim, witness and informant in violation of Wis. Stats. §§ 943.43 and 943.45, and, 18 U.S.C. §§ 1512 and 1513, **Tampering with a witness, victim, or an informant** and **Retaliation against a witness, victim, or an informant**.

16. On or about December 1, 2011, Adam Y. Gerol, d/b/a district attorney, acting in concert with Dennis E. Kenealy, caused to be filed in Ozaukee County Circuit Court a malicious prosecution against your Affiant by attempting to convert Affiant's right to correct the public record into a crime. **Gerol, who is highly trained in the law, knows, should know, or has reason to know** that Affiant has the right, *and the duty*, to correct the public record by way of filing a Confirmation Deed regarding Affiant's purchase of Affiant's private property. **A Confirmation Deed is used for the correction of mistakes in prior deeds**, 23 Am Jur 2nd *Deeds* § 11 *Confirmation Deeds* (Online Edition November 2011). The purpose of a correction deed is to admit mutual error and change the original instrument to conform to the true intent of the parties, *Neblett v. Placid Oil Co.*, 257 So. 2d 167 (La. Ct. App. 3d Cir. 1971). A mistake in the omission of parties may be corrected by a deed of correction to effectuate the intention of the parties. *Cox v. Tanner*, 229 S.C. 568, 93 S.E.2d 905 (1956). Further, "Acceptance of a **confirmation deed** may be shown by the acts of the grantee clearly indicating an intent to accept." 23 Am Jur 2nd *Deeds* § 151 (Online Edition November 2011). Further, the Wisconsin Department of Revenue states, "If you need to re-record your deed at the Register of Deeds **to correct error(s)** on the deed, then you will need to complete a new **eRETR** in order for you (sic) documents to be accepted" (<http://www.dor.state.wi.us/ust/retrn3.html>). The Wisconsin Department of Revenue **requires** that the previous deed being corrected be re-recorded with the confirmation (corrected) Deed, which Affiant did, *and which Gerol omitted in his Complaint*. **Gerol's evil intent is thus evidenced by his purposely withholding information from the court and public officials** by "failing" to file the entire 4 page Confirmation Deed with his Complaint against your Affiant. Adam Y. Gerol is tampering with, and retaliating against, a victim, witness and informant in violation of Wis. Stats. §§ 943.43 and 943.45, and, 18 U.S.C. §§ 1512 and 1513, **Tampering with a witness, victim, or an informant** and **Retaliation against a witness, victim, or an informant**.



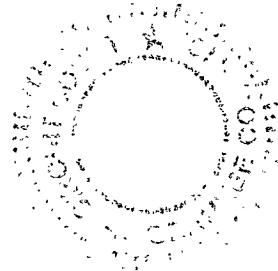
17. Affiant promises to work with local prosecutors prosecuting this case in bringing prosecution against the Accused, Dennis E. Kenealy.

Further Affiant saith not,

As an interested party, and Victim, Non-attorney, Witness:

[Redacted Signature]

Steven Alan Magritz, victim and witness of crime
(414) 502-9707
C/o Notary
P.O. Box 342443
Milwaukee, Wisconsin 53234



STATE OF WISCONSIN } SS
OZAUKEE COUNTY

I certify that this is a true and correct copy
of a document on file and of record in my
office and has been compared by me

Jude Dement 1-08-2012
Clerk of Courts (Deputy) Date

I, a Notary Public in and for the State of Wisconsin, certify that Steven Alan Magritz did appear before me and being sworn upon oath and in my presence did affix his signature to this 12/09/2011 Report of Criminal Activity By Victim/Witness, at Milwaukee, Wisconsin on this the 9th day of December, 2011.

[Redacted Signature]

Kenneth A. Kraucunas - Notary Public

My Commission Expires: 6-2-2013



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Page 7 of 7

EXHIBIT O

Steven Alan Magritz
C/o Notary, P.O. Box 342443
Milwaukee, Wisconsin 53234

district court of the united states

District of Columbia

Steven Alan Magritz, Complainant

Against

Ozaukee County, a public corporation, etc., et al.

Respondents.

MEMORANDUM OF LAW

IN SUPPORT OF
VERIFIED COMPLAINT FOR: DECLARATORY JUDGMENT;
IMPOSITION OF A CONSTRUCTIVE TRUST; AN ACCOUNTING;
BREACH OF FIDUCIARY DUTY BY PUBLIC OFFICERS /
BREACH OF THE PUBLIC TRUST; QUO WARRANTO; AND, REVOCATION
OF CORPORATE CHARTER

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INTRODUCTION

The individual Respondents are public officers and as such are fiduciaries of the Public Trust(s) created by the Constitution of the United States of America and the Constitution of The state of Wisconsin. As fiduciaries of the Public Trust, public officers owe loyalty to the Constitutions which created the Public Trust(s) and are required to be bound by oath to said Constitutions. Respondents have a fiduciary duty to display honesty, integrity, and good faith to the beneficiaries of the public trust(s), who are the sovereign people they serve. As fiduciaries of the Public Trust, Public Officers must at all times, without exception, display honesty, integrity, and good faith toward the beneficiaries.

Fiduciaries have the duty to bear the utmost fidelity to the Public Trusts created by the Constitutions that were created, ordained, and established by the people, who are the grantors and the beneficiaries of the Public Trust. The limitations placed upon the actions of the fiduciaries by the Trust Instruments, the Constitutions, are absolute. These limitations include, but are not limited to:

- a. The prohibition against impairing the obligation of contracts,
- b. The prohibition against the taking of private property for public use without just compensation, and,
- c. In general, the prohibition against trespass of another man's rights, liberty, or property.

Fiduciaries who, by acts of commission or omission, impair the obligations of contracts, especially contracts between the people and the United States of America, denigrate the good name of the state, instill reproach among the people for all men who occupy public office, are disloyal to the Constitutions, act dishonestly, lack integrity, act in bad faith, and are in breach of their fiduciary duty.

Fiduciaries who, by acts of commission or omission, take private property for public use without just compensation, denigrate the good name of the state, instill reproach among the people for all men who occupy public office, are disloyal to the Constitutions, act dishonestly, lack integrity, act in bad faith, and are in breach of their fiduciary duty.

Fiduciaries have a duty of full disclosure to beneficiaries. To conceal, or fail to disclose, that corporate statutes do not apply to the people in their private capacity exercising inherent rights is deceit, dishonesty, bad faith, and a breach of fiduciary duty. To conceal, or fail to disclose, that registration of private property with the corporate State, such as registering a private automobile or recording a deed to private land, presumptively grants the corporate State control over the private property is deceit, dishonesty, bad faith, and a breach of fiduciary duty.

To conceal, or fail to disclose, that registering or recording private property with the corporate State creates an hypothecation to the corporate State of the private property which the corporate State then uses to make profits therefrom, such as using the private property as collateral for the issuance of bonds, the proceeds of which run the corporation's operations, is deceit, dishonesty, bad faith, and breach of fiduciary duty.

To conceal, or fail to disclose, that registration of private property with the corporate State, such as registering a private automobile or recording a deed to private

land, is voluntary, and threatening to penalize those who “fail” to “volunteer” is deceit, dishonesty, bad faith, and a breach of fiduciary duty.

To require private men and women exercising inherent property rights to register or record their private property with the corporate State, and then requiring them to pay for the “privilege” of the registration or recordation is extortion, deceit, dishonesty, bad faith, and a breach of fiduciary duty.

To require those exercising inherent property rights to register or record their private property with the corporate State, and then not paying said “persons”, i.e., beneficiaries of the Public Trust, the income or profits generated from said hypothecated private property is theft or stealing, deceit, dishonesty, bad faith, and a breach of fiduciary duty.

To impose, or attempt to impose, penal statutes of the corporate body politic against a private man exercising inherent rights who is not a member of the corporate body politic, especially when said imposition or attempt to impose is politically motivated or retaliatory against a victim and witness of crime, is misconduct in public office, deceit, dishonesty, bad faith, a criminal act, and breach of fiduciary duty.

Acts in breach of fiduciary duty by public officers give rise to personal liability of the public officer(s). Acts of public officers, fiduciaries, which unjustly enrich said officers or a third party give rise to a constructive trust in favor of the beneficiaries or cestui que trust for restoration and restitution. Acts in breach of fiduciary duty are cause for removal from office. Further, pursuant to Section 4 of the 14th Amendment, assumption or payment of any debt, obligation, or claim, such as wages or pensions, by any State to a fiduciary in insurrection or rebellion against the Constitution is illegal and void.

I. Individual Respondents Are Public Officers

Individual Respondents named in Complainant’s Complaint are public officers.

“[O]ne who holds a public office is a **public officer**”.

63C Am. Jur. 2d *Public Officers and Employees* § 9 (Online Edition November 2011). *Murach v. Planning and Zoning Com'n of City of New London*, 196 Conn. 192, 491 A.2d 1058 (1985); *Raduszewski v. Superior Court In and For New Castle County*, 232 A.2d 95 (Del. 1967); *State ex inf McKittrick v. Whittle*, 333 Mo. 705, 63 S.W.2d 100, 88 A.L.R. 1099 (1933); *Vance S. Harrington & Co. v. Renner*, 236 N.C. 321, 72 S.E.2d 838 (1952).

A member of the General Assembly is, of course, a “**public officer**” within the meaning of the Constitution. “Certainly, where an individual has been appointed or elected, in a manner prescribed by law, has a designation or title given him by law, and exercises functions concerning the public, assigned to him by law, he must be regarded as a **public officer**.” (citations omitted): “An office is a public station or employment conferred by the appointment of the government. **And any man is a public officer who is appointed by government, and has any duty to perform concerning the public; nor is he any the less a public officer because his authority or duty is confined to narrow limits.**”

When our Constitution declares that “[p]ublic officers are the trustees and servants of the people,” we interpret that declaration to mean that **public officers** are the trustees and **servants of the people**.

All public officers, within **whatever branch and at whatever level** of our government, and whatever be their private vocations, **are trustees of the people**, and do accordingly labor under every disability and prohibition imposed by law upon trustees relative to the making of personal financial gain from the discharge of their trusts.

Nor are the proscriptions of the law confined to legislators who are lawyers. They extend to every public officer.

Georgia Dept. of Human Resources v. Sistrunk, 249 Ga. 543, 546-547, 291 S.E.2d 524, 528 (1982).

II. Individual Respondents, As Such Public Officers, Are Fiduciaries

Individual Respondents named in Complainant’s Complaint are public officers and as such are defined as fiduciaries.

“**Fiduciary**” includes a trustee under any trust, ...[a] **public officer**...”
Uniform Fiduciaries Act, Section 1. www.law.upenn.edu/bll/archives/ulc/fnact99/1920_69/ufa22.pdf

“**Fiduciary**” includes a trustee under any trust, ...[a] **public officer**...”
Wisconsin Statutes § 112.01(b).

Register of deeds was “**fiduciary**” under Wisconsin law, for purpose of determining dischargeability of debt arising from misappropriation of collected fees, where Wisconsin statutory definition specifically included “**public officer[s]**,” plain meaning of statute seemed to include any public officer. *Matter of Loken*, 32 B.R. 205, Bkrcty.Wis., 1983.

“... a **public officer**, in holding a position of public trust, stands in a **fiduciary** relationship to the citizens that he or she has been elected to serve.”
 (“See *Trist v. Child*, 88 U.S. (21 Wall.) 441, 450, 22 L.Ed. 623 (1874).”) *Felkner v. Chariho Regional School Committee*, 968 A.2d 865, 874, R.I., 2009.

‘It should not be forgotten that ‘a **public office is a public trust**,’ and all public officers should so conduct their official duties as to be like Caesar’s wife, ‘above suspicion’ of irregularities in the administration of their offices, even though such irregularities may not, under the law, constitute such wilful misconduct, corruption, or maladministration as to merit removal from office.’ *Parsons v. Steingut*, 185 Misc. 323, 327, 57 N.Y.S.2d 663, 666 (1945).

The statute is unique because only **public officials** can violate its provisions. **These officials are held in public trust and owe a fiduciary duty to the people they represent**. The high standard of conduct demanded of public officers, coupled with the broad sweeping language of the statute, permits no other interpretation as to its intent and meaning.

People v. Savaiano, 66 Ill.2d 7, 15, 359 N.E.2d 475, 480 (1976).

Syllabus by the Court:

1. The **sheriff** as the chief peace officer of his county is responsible both by common and statutory law to keep and conserve peace and good order within his county.

2. Neglect of official duty may consist of careless or intentional failure to exercise reasonable diligence in its performance.

3. **Duties imposed upon a public officer** are functions and attributes of the office to be performed by the incumbent.

4. A sheriff's official duty implies alertness and initiative to enforce the laws enacted by the people for their protection and well-being. Relator, who failed to meet these requirements, **held properly removed from office**.

A public office is a public trust. Such offices are created for the benefit of the public, not for the benefit of the incumbent. *In re Olson*, 211 Minn. 114, 118, 300 N.W. 398, 400 (1941).

One is said to act in a ‘**fiduciary capacity**’ or to receive money or contract a debt in a ‘fiduciary capacity,’ when the business which he transacts, or the money or property which he handles, is not his own or for his own benefit, but for the benefit of another person, as to which he stands in a relations implying and necessitating great confidence and trust on the one part and a high degree of good faith on the other part. The term is not restricted to technical or express trusts, but includes such offices or relations as those of an attorney at law, a guardian, executor, or broker, a director of a corporation, and a **public officer**. (Emphasis added)

Ducote Jax Holdings, L.L.C. v. Bradley, 2007 WL 2008505 (E.D.La.), (citing *State of Louisiana v. Hagerty*, 205 So.2d 369, 374-75 (La.1967) (internal citations omitted)).

III. Individual Respondent Public Officers Are Fiduciaries of the Public Trust

Individual Respondents named in Complainant’s Complaint are public officers, as such are defined as fiduciaries, and are fiduciaries of the Public Trust, and must observe the utmost loyalty to the Constitutions that created or erected the Public Trust(s).

This Constitution, and the Laws of the United States which shall be made in Pursuance thereof; and all Treaties made, or which shall be made, under the Authority of the United States, shall be **the supreme Law of the Land**; and the Judges in every State shall be bound thereby, any Thing in the Constitution or Laws of any State to the Contrary notwithstanding.

The Senators and Representatives before mentioned, and the Members of the several State Legislatures, and all executive and judicial Officers, **both of the United States and of the several States, shall be bound** by Oath or Affirmation, **to support this Constitution**; but no religious Test shall ever be required as a Qualification to any Office or public Trust under the United States. *The Constitution for the United States of America, Article VI.*

Members of the legislature, and **all officers**, executive and judicial, except such inferior officers as may be by law exempted, **shall** before they enter upon the duties of their respective

offices, take and subscribe an oath or affirmation to **support the constitution of the United States and the constitution of the state of Wisconsin**, and faithfully to discharge the duties of their respective offices to the best of their ability.

The Constitution of The state of Wisconsin, Article IV, Section 28.

The legislature hereby reaffirms that a state public official holds his or her position **as a public trust**. *Wisconsin statutes § 19.45(1).*

Public service is a public trust, requiring employees to place **loyalty to the Constitution**, the laws and ethical principles above private gain.

5 USC Sec. 7301, Section 101. (a), Part I, Ex. Ord. No. 12731, Oct. 17, 1990, 55 F.R. 42547.

The fundamental principle of supremacy of law, the crux of our constitutional government, requires that all public officials obey the mandates of the Constitution and the lawful enactments of the Congress. **See U.S.Const. art. VI**; *United States v. Lee*, 106 U.S. 196, 1 S.Ct. 240, 27 L.Ed. 171 (1882).[FN2]

FN2. In the *Lee* case, the son of General Robert E. Lee sued successfully for the recovery of property of the Lee family against the commandant of Fort Myer and the superintendent of the national cemetery at Arlington. Mr. Justice Miller proclaimed the principle of supremacy of law in the following imperishable language: **“No man in this country is so high that he is above the law. No officer of the law may set that law at defiance with impunity. All the officers of the government, from the highest to the lowest, are creatures of the law and are bound to obey it.** It is the only supreme power in our system of government . . . Courts of justice are established, not only to decide upon the controverted rights of the citizens as against each other, but also upon rights in controversy between them and the government”

106 U.S. at 220, 1 S.Ct. at 261. *C.B.S. Imports Corp. v. U. S.*, 450 F.Supp. 724, 728 (1978).

The foundation of a republic is the virtue of its citizens. They are at once sovereigns and subjects. As the foundation is undermined, the structure is weakened. When it is destroyed, the fabric must fall. Such is the voice of universal history. The theory of our government is, that **all public stations are trusts, and that those clothed with them are to be animated in the discharge of their duties solely by considerations of right, justice, and the public good. They are never to descend to a lower plane.** No people can have any higher public interest, except the preservation of their liberties, than integrity in the administration of their government in all its departments. *Trist v. Child*, 88 U.S. 441, 450 (1874).

“The members of the board of chosen freeholders and of the bridge commission are public officers holding positions of public trust. They stand in a fiduciary relationship to the people whom they have been elected or appointed to serve.”

Driscoll v. Burlington-Bristol Bridge Co., 8 N.J. 433, 474, 86 A.2d 201, (1951), citing: *Rankin v. Board of Education*, 135 N.J.L. 299, 303, 51 A.2d 194 (E. & A.1947); *Trist (Burke) v. Child*, 21 Wall. 441, 88 U.S. 441, 450, 22 L.Ed. 623, 625 (1875); *Edwards v. City of Goldsboro*, 141 N.C. 60, 53 S.E. 652, 653, 4 L.R.A.,N.S., 589 (Sup.1906); *Tuscan v. Smith*, 130 Me. 36, 153 A. 289, 294, 73 A.L.R. 1344 (Sup.Jud.1931); *State ex rel. Fletcher v. Naumann*, 213 Iowa 418; 239 N.W.

93, 99, 81 A.L.R. 483 (Sup.1931); *In re Marshall*, 363 Pa. 326, 69 A.2d 619, 625 (Sup.1949); 42 Am.Jur., Public Officers, s 8, p. 885; 43 Id. s 260, p. 77-78; 67 C.J.S., Officers, s 6, p. 118.

A public office is a public trust. Borough councilmen, as fiduciaries and trustees of the public interest, must serve that interest with the highest fidelity. The law tolerates no mingling of self interest; it demands exclusive loyalty. (citations omitted). The theory is that a **public officer assumes the same fiduciary relationship** toward the citizens of his community **as a trustee bears to his Cestui que trust.** (citations omitted). They have the right to expect that in everything that appertains to their business or welfare, he will exercise his best judgment, unaffected and undiluted by anything which might inure to his own interest as an individual.

Aldom v. Borough of Roseland, 42 N.J.Super. 495, 501, 127 A.2d 190, 193 (1957).

“Public officers hold positions of **public trust**, and stand in a **fiduciary** relationship to the people whom they have been appointed to serve.”

State v. Markt, 156 N.J.Super. 486, 384 A.2d 162, 166 (N.J.Super.Ct.App.Div.1978) (citing *Driscoll v. Burlington-Bristol Bridge Co.*, 8 N.J. 433, 86 A.2d 201, 221 (N.J.1952)).

“They must serve the public with the **highest fidelity.**” *Id.*

“The citizen is **not** at the mercy of his servants holding positions of public trust nor is he helpless to secure relief from their machinations except through the medium of the ballot, the pressure of public opinion or criminal prosecution.” *Driscoll*, 86 A.2d at 222. Whenever the acts of **public officers** fail to conform to the standard imposed by the **fiduciary** relationship in which they stand to the public, relief will be available in the civil courts.

Id. Marjac, L.L.C. v. Trenk, D.N.J., 2009 WL 2143686.

“The theory of our government is, that all **public stations are trusts**, and that those clothed with them are to be animated in the discharge of their duties solely by considerations of **right, justice**, and the public good. They are *never* to descend to a lower plane.”

Trist v. Child, 88 U.S. 441, 450, 1874.

Of course, **a public office is a public trust:**

Constitution of Pennsylvania, Article VI, Section 3; *Taylor v. Beckman* (No.1), 178 U.S. 548, 577, 20 S.Ct. 1009, 44 L.Ed. 1187; *Commonwealth v. Gamble*, 62 Pa. 343, 349, 1 Am.Rep. 422; *Commonwealth v. Kirk*, 141 Pa.Super. 123, 145-146, 14 A.2d 914;

and **the occupant of such an office is a fiduciary.** Like any other fiduciary or trustee, he is required to exercise common skill and prudence, and when his conduct of the trust is not marked by these qualities, there is mismanagement. *In re Marshall*, 363 Pa. 326, 336, 69 A.2d 619, 625.

Jersey City v. Hague:

In *Driscoll v. Burlington-Bristol Bridge Co.*, 8 N.J. 433, at page 474 et seq., (1952), this court said without dissent:

‘The members of the board of chosen freeholders and of the bridge commission are public officers holding positions of public trust. They stand in a fiduciary relationship to the people whom they have been elected or appointed to serve. (citations omitted); 42

Am.Jur., Public Officers, s 8, p. 885; 43 Id. s 260, p. 77-78; 67 C.J.S., Officers, s 6, p. 118. **As fiduciaries and trustees of the public weal they are under an inescapable obligation to serve the public with the highest fidelity.** In discharging the duties of their office they are required to display such intelligence and skill as they are capable of, to be diligent and conscientious, to exercise their discretion not arbitrarily but reasonably, **and above all to display good faith, honesty and integrity.** (citations omitted); 43 Am.Jur., Public Officers, ss 260-261, pp. 77-78; 43 Id. s 267, p. 82; 67 C.J.S., Officers, s 114, p. 402. They must be impervious to corrupting influences and they must transact their business frankly and openly in the light of public scrutiny so that the public may know and be able to judge them and their work fairly. **When public officials do not so conduct themselves and discharge their duties, their actions are inimicable to and inconsistent with the public interest, and not only are they individually deserving of censure and reproach but the transactions which they have entered into are contrary to public policy, illegal and should be set aside to the fullest extent possible consistent with protecting the rights of innocent parties.** (citations omitted); 43 Am.Jur., Public Officers, s 291, p. 101.

‘These obligations are not mere theoretical concepts or idealistic abstractions of no practical force and effect; they are obligations imposed by the common law on public officers and assumed by them as a matter of law upon their entering public office. **The enforcement of these obligations is essential** to the soundness and efficiency of our government, **which exists for the benefit of the people who are its sovereign.** Constitution of 1947, art. I, part. 2. The citizen is not at the mercy of his servants holding positions of public trust nor is he helpless to secure relief from their machinations except through the medium of the ballot, the pressure of public opinion or criminal prosecution. He may secure relief in the civil courts either through an action brought in his own name, (citations omitted), or through proceedings instituted on his behalf by the Governor, Constitution of 1947, art. V, sec. I, par. 11, or by the Attorney General, (citation omitted). Under the former practice the great prerogative writs, especially Certiorari, were generally available to the aggrieved citizen, but by art. VI, sec. V, par. 4 of the Constitution of 1947 the relief theretofore granted in such matters as a matter of judicial discretion became a matter of right, see (citation omitted). **Nonfeasance, misfeasance, malfeasance and corruption in public office cannot prevail against an aroused citizenry who have it in their power to end the misconception of some public officials that their obligations are fully met so long as they obey the letter of the law and avoid its penal sanctions.** That the shortcomings of some public officers may not make them accountable in our criminal courts does not mean that their nefarious acts cannot successfully be attacked through the processes of the civil law. * * * It is the potential for evil and not the actual financial loss or other injury incurred that renders a transaction illegal because of an abuse of discretion, (citations omitted)’

Manifestly the instant case falls within the pattern of the Driscoll case.

Restitution was likewise invoked in such cases as *United States v. Carter*, 217 U.S. 286, (1910), where the defendant, an army officer in charge of procurement, entered into an arrangement with two contractors by which he exercised his official discretion in such a way as to give them more contracts and more profits. The court traced his share in this enterprise into the hands of other defendants, who were not purchasers in good faith, and subjected the money to a constructive trust, saying:

‘It would be a dangerous precedent to lay down as law that unless some affirmative fraud or loss can be shown, the agent may hold on to any secret benefit he may be able to make out of his agency. The larger interests of public justice will not tolerate, under any circumstances, that a public official shall retain any profit or advantage which he may realize through the acquirement of an interest in conflict with his fidelity as an agent. If he takes any gift, gratuity, or benefit in violation of his duty, or acquires any interest adverse to his principal, without a full disclosure, it is a betrayal of his trust and a breach of confidence, and he must account to his principal for all he has received.

‘The doctrine is well established and has been applied in many relations of agency or trust. The disability results not from the subject-matter, but from the fiduciary character of the one against whom it is applied. It is founded on reason and the nature of the relation, and is of paramount importance. ‘It is of no moment,’ said Lord Thurlow, in *The York Bldgs. Co. v. Mackenzie*, 3 Paton, 378, ‘what the particular name or description, whether of character or office, situation or position, is, on which the disability attaches. “ *United States v. Carter*, supra, 217 U.S. at page 306.

The other Massachusetts case, *City of Boston v. Dolan*, 298 Mass. 346, 10 N.E.2d 275, 277, 281 (Sup.Jud.Ct.1937), is to the same effect:

‘But as city treasurer the defendant was a fiduciary. As such he could be compelled to account in equity like a trustee, regardless of a possible remedy at law, and could not be permitted to retain a secret profit made in transactions conducted for the city. The saying, ‘**Public office is a public trust,**’ is more than mere rhetoric. (citations omitted)

Lord Porter also based the case on the additional ground of a fiduciary relationship:

‘As to the assertion that there must be a fiduciary relationship, the existence of such a connection is, in my opinion, not an additional necessity in order to substantiate the claim, but another ground for succeeding where a claim for money had and received would fail. In any case, I agree with Asquith, L.J., in thinking that the words ‘fiduciary relationship’ in this setting are used in a wide and loose sense and include, Inter alios, a case where the servant gains from his employment a position of authority which enables him to obtain the sum which he receives.’ (p. 620)

This view of the law is borne out by the American Law Institute Restatement on Restitution:

‘Section 190, General Rule: Where a person in a fiduciary relation to another acquires property, and the acquisition or retention of the property is in violation of his duty as a fiduciary, he holds it upon a constructive trust for the other.’

As these decisions and the Restatement show, the development of the principle of restitution, both at law and in equity, as a remedy for breach by a public official of his fiduciary obligations has obviously been salutary. Restitution, by virtue of its adaptability to individual cases on equitable principles may, as we have seen, reach situations beyond the grasp of other civil or criminal remedies and do justice on equitable principles; see (citation omitted) where various alternatives were weighed with a view to working out justice so far as possible to all concerned, but always on the fundamental basis of preventing the unfaithful public official or public body profiting from his or its wrongdoing. See 65 Harv.L.Rev. 502 (1952); Lenhoff, the Constructive Trust as a Remedy for Corruption in Public Life, 54 Col.L.Rev. 214 (1954).

END of citations from: *Jersey City v. Hague*, 18 N.J. 584, 593-596, 115 A.2d 8, 13-15 (1955).

The courts of this State are committed to the principle that **public officials hold positions of public trust**; they are under an **inescapable obligation to serve the public with the highest fidelity, good faith, and integrity**. (citations omitted). Such required conduct demands undivided loyalty and compels public officers to refrain from outside activities which interfere with proper discharge of their duties, or which may expose them to the temptation of acting in any manner other than in the best interests of the public.

These principles are imposed by law on all public officers and become effective upon their entering public office. If it be determined that such a conflict of interest exists, their agreements are against public policy and may be declared void; and this is so even though there is no proof of fraud, dishonesty, loss to the public or whether in fact they were influenced by their personal interest. *Newton v. Demas*, 107 N.J.Super. 346, 349, 258 A.2d 376, 378 (1969).

IV. Individual Respondent Public Officers Have Fiduciary Liabilities

Individual Respondents named in Complainant's Complaint are public officers, as such are defined as fiduciaries, and are fiduciaries of the Public Trust, and as fiduciaries assume greater liabilities upon themselves than do other persons. Public officers are required to serve with the highest fidelity and to display good faith, honesty and integrity toward beneficiaries of the Public Trust. Public officers are subject to compensatory and punitive damages for breach of fiduciary duty.

A. In General

In *Pressley v. Township of Hillsborough*, 37 N.J.Super. 486, 117 A.2d 646 (N.J.Super.Ct. App.Div.1955), the Appellate Division set forth the duty owed by a public official:

"As fiduciaries and trustees of the public weal they (municipal 3 officers) are under an inescapable obligation to serve the public with the highest fidelity. In discharging the duties of their office they are required to display such intelligence and skill as they are capable of, to be diligent and conscientious, to exercise their discretion not arbitrarily but reasonably, **and above all to display good faith, honesty and integrity.**" Under New Jersey law, **breach of fiduciary duty is a tort claim** requiring a showing of duty, breach, injury, and causation.

Marjac, L.L.C. v. Trenk, D.N.J., 2009 WL 2143686.

As **fiduciaries and trustees of the public weal** they are under an inescapable obligation to serve the public with the **highest fidelity**. In discharging the duties of their office they are required to display such intelligence and skill as they are capable of, to be diligent and conscientious, to exercise their discretion not arbitrarily but reasonably, and **above all to good faith, honesty and integrity**. citing:

City of Newark v. N.J. Turnpike Authority, 7 N.J. 377, 381-382, 81 A.2d 705 (1951); *Ryan v. Paterson*, 66 N.J.L. 533, 535-536, 49 A. 587 (Sup.Ct.1901); *Schefbauer v. Board of Township Committee of Kearney*, 57 N.J.L. 588, 601, 31 A. 454 (Sup.Ct.1895); *Ames v. Board of Education*

of *Montclair*, 97 N.J.Eq. 60, 65, 127 A. 95 (Ch. 1925); *United States v. Thomas*, 15 Wall. 337, 82 U.S. 337, 342, 21 L.Ed. 89, 91 (1873); *Paschall v. Passmore*, 15 Pa. 295, 304 (Sup.1850); *Inhabitants of Cumberland County v. Pennell*, 69 Me. 357, 365, 31 Am.Rep. 284 (Sup.Jud.1879); *Speyer v. School Dist. No. 1*, 82 Colo. 534, 261 P. 859, 860, 57 A.L.R. 203 (Sup.1927); 43 Am.Jur., Public Officers, ss 260-261, pp. 77-78; 43 Id. s 267, p. 82; 67 C.J.S., Officers, s 114, p. 402. *Driscoll v. Burlington-Bristol Bridge Co.*, 8 N.J. 433, 475, 86 A.2d 201, (1951).

They must be impervious to corrupting influences and they must transact their business frankly and openly in the light of public scrutiny so that the public may know and be able to judge them and their work fairly. When public officials do not so conduct themselves and discharge their duties, their actions are inimicable to and inconsistent with the public interest, and not only are they **individually deserving of censure and reproach but the transactions which they have entered into are contrary to public policy, illegal and should be set aside to the fullest extent possible consistent with protecting the rights of innocent parties.** citing:

Brooks v. Cooper, 50 N.J.Eq. 761, 26 A. 978, 21 L.R.A. 617 (E. & A. 1893); *Cameron v. International, & c., Union No. 384*, 118 N.J.Eq. 11, 176 A. 692, 97 A.L.R. 594 (E. & A.1935); *Girard Trust Co. v. Schmitz*, 129 N.J.Eq. 444, 20 A.2d 21 (Ch.1941); *Allen v. Commercial Casualty Insurance Co.*, 131 N.J.L. 475, 477-478, 37 A.2d 37, 154 A.L.R. 834 (E. s A.1944); *Stone v. William Steinen Mfg. Co.*, 133 N.J.L. 593, 595, 45 A.2d 486 (E. & A.1946); *Pan American Petroleum & Transport Co. v. United States*, 273 U.S. 456, 500, 47 S.Ct. 416, 71 L.Ed. 734, 745 (1927); *Mammoth Oil Co. v. United States*, 275 U.S. 13, 48 S.Ct. 1, 72 L.Ed. 137 (1927); *Edwards v. City of Goldsboro*, supra, 141 N.C. 60, 53 S.E. 625, 4 L.R.A.,N.S., 589 (Sup.1906); *Tuscan v. Smith*, supra, 130 Me. 36, 153 A. 289, 73 A.L.R. 1344 (Sup.Jud.1931); 43 Am.Jur., Public Officers, s 291, p. 101. *Driscoll v. Burlington-Bristol Bridge Co.*, 8 N.J. 433, 475, 86 A.2d 201, 221, (1951).

A person may act in his own right from any motive if his act is lawful, but a public officer must act without malice or at least must in good faith pursue a right purpose.

The authorities are numerous: citing: *Jones v. Cody*, 132 Mich. 13, 92 N. W. 495, 62 L. R. A. 160; *Lamb v. Redding*, 234 Pa. 481, 83 A. 362; *Moore v. Porterfield*, 113 Okl. 234, 241 P. 346; *Yealy v. Fink*, 43 Pa. 212, 82 Am. Dec. 556; *Dinsman v. Wilkes*, 12 How. 390, 13 L. Ed. 1036; *Wall v. McNamara*, cited and quoted in *Johnstone v. Sutton*, 1 T. R. 493, 536; *Black v. Linn*, 17 S. D. 335, 96 N. W. 697, citing many cases; *State v. Thornton*, 136 N. C. 610, 48 S. E. 602; *Kansas City v. Hyde*, 196 Mo. 498, 96 S. W. 201; *Fertich v. Michener*, 111 Ind. 472, 486, 11 N. E. 605, 60 Am. Rep. 709. See, also, *Smith v. Board*, 10 Colo. 17, 13 P. 917. *Speyer v. School Dist. No. 1, City and County of Denver*, 82 Colo. 534, 261 P. 859, 861, 57 A.L.R. 203 (1927).

It is unnecessary to discourse on **the duties of public officials. Their obligations as trustees for the public are established as a part of the common law, fixed by the habits and customs of the people. Contracts made in violation of those duties are against public policy, are unenforceable, and will be canceled by a court of equity.**

Tuscan v. Smith, 130 Me. 36, 153 A. 289, 73 A.L.R. 1344 (1931).

“[I]f the law claimed to have been violated was clearly established, the qualified immunity defense ordinarily fails, ‘since **a reasonably competent public official should know the law governing his conduct.**’ ” *Bearden v. Lemon*, 475 F.3d 926, 929 (2007).

A **public official**, clothed with qualified immunity, is not required to anticipate future development of constitutional doctrine, but he **is required to respect the established constitutional rights of others**. His qualified immunity is not available to him if he does not do that. *Bever v. Gilbertson*, 724 F.2d 1083, 1088 (1984).

In an early case in this court (*Crocker v. Brown County*, 35 Wis. 284), it was said that **public officials take their offices cum onere**; that is, they take them with all the responsibilities attached. *Forest County v. Poppy*, 193 Wis. 274, 213 N.W. 676, 677 (1927).

As already pointed out, the charges made by plaintiffs against the trustee are centered in the claim that the interests of the trustee conflict with the duties it owes to the beneficiaries. It is a cardinal rule that **the welfare of the cestui que trust is the focal point of every consideration of duty and loyalty of the trustee**.

‘Since a **trustee is a fiduciary of the highest order** and is **charged with the utmost fidelity to his trust**, he must refrain from creating situations where his own interests are brought into conflict with those of the trust, and from doing those things which would tend to interfere with the exercise of a wholly disinterested and independent judgment. **In accepting a trust, the trustee is presumed to know the obligations and limitations connected with his high office and, if he transgresses, must abide the consequences.**’

Manchester v. Cleveland Trust Co., 95 Ohio App. 201, 210-211, 114 N.E.2d 242, 247-248 (1953).

B. Punitive Damages

In *Lane County v. Wood*, 298 Or. 191, 200, 691 P.2d 473, (1984) regarding punitive damages against public officers: McCormick on Damages sets forth additional sources from which to glean the meaning of the Restatement comments regarding public officials:

“Historically, oppressive conduct by public officers was the situation where early judges were most prone to sanction exemplary damages, and by which they justified and rationalized the doctrine.”

The legal doctrine of punitive damages is founded on the theory that certain intentional acts should be punished or deterred. Punishment and deterrence concern behavior that society finds undesirable. Punishment and deterrence are not related to actual or compensatory damages. **Punitive damages are not to compensate an injured party, but to give bad actors a legal spanking.**

The jury in Clackamas County chose to punish the behavior of defendant Wood as a **public officer** for official misconduct. It also chose to punish the behavior of Safley for inducing Wood to breach his official duties. We believe that the acts, as found by the jury-of Wood as a public servant attempting to make a personal profit from the sale and exchange of public lands in breach of Wood's fiduciary duty to the citizens who elected him, and of Safley in intentionally inducing a public official to **breach his fiduciary duties** - are so **egregiously culpable** that an award of nominal damages is sufficient to support the **awards of punitive damages** against them. *Lane County v. Wood*, 298 Or. 191, 203, 691 P.2d 473, (1984).

V. **Individual Respondents Fiduciary Duty To Beneficiaries**

Individual Respondents, Public officers, as fiduciaries of the Public Trust, have fiduciary duties to the beneficiaries of the Public Trust, who are the sovereigns and who are the Grantors / Beneficiaries of the Public Trust. As fiduciaries of the Public Trust, Public Officers must at all times, without exception, display honesty, integrity, and good faith toward the beneficiaries. Fiduciaries have a duty of full disclosure to beneficiaries. To conceal the fact that corporate statutes do not apply to the people in their private capacity exercising inherent rights, or to conceal the fact that registration of private property with the corporate State, such as recording a deed to private land, creates an hypothecation to the corporate State of the private property which the corporate State then profits therefrom, such as using the private property as collateral for the issuance of bonds, is dishonest, bad faith, and breach of fiduciary duty.

These obligations are not mere theoretical concepts or idealistic abstractions of no practical force and effect; they are obligations imposed by the common law on public officers and assumed by them as a matter of law upon their entering public office. The enforcement of these obligations is essential to the soundness and efficiency of our government, **which exists for the benefit of the people who are its sovereign.** Constitution of 1947, art. I, par. 2. **The citizen is not at the mercy of his servants holding positions of public trust** nor is he helpless to secure relief from their machinations except through the medium of the ballot, the pressure of public opinion or criminal prosecution. **He may secure relief in the civil courts either through an action brought in his own name.** citing:

Tube Reducing Corp. v. Unemployment Compensation Commission, 1 N.J. 177, 181, 62 A.2d 473, 5 A.L.R.2d 855 (1948); *Waszen v. City of Atlantic City*, 1 N.J. 272, 276, 63 A.2d 255 (1949); *Haines v. Burlington County Bridge Commission*, 1 N.J.Super. 163, 170-173, 63 A.2d 284 (App.Div.1949). *Driscoll v. Burlington-Bristol Bridge Co.*, 8 N.J. 433, 476, 86 A.2d 201, (1951).

Nonfeasance, misfeasance, malfeasance and corruption in public office cannot prevail against an aroused citizenry who have it in their power to end the misconception of some public officials that their obligations are fully met so long as they obey the letter of the law and avoid its penal sanctions. That the shortcomings of some public officers may not make them accountable in our criminal courts does not mean that their nefarious acts cannot successfully be attacked through the processes of the civil law.

Driscoll v. Burlington-Bristol Bridge Co., 8 N.J. 433, 476, 86 A.2d 201, (1951).

... but the atmosphere of this case prompts us to direct attention to the integrity demanded of those who accept responsibility as public officials. It cannot be too often restated. The Administration of Government ought to be directed for the good of those who confer and not of those who receive the trust. **The officers of Government are Trustees and both the trust and trustees are created for the benefit of the people.**

Rankin v. Board of Educ. of Egg Harbor Tp., 135 N.J.L. 299, 303, 10 Abbots 299, 51 A.2d 194, 197.

Although the general rule is that “one party to a transaction has no duty to disclose material facts to the other,” **an exception to this rule is made when the parties are in a fiduciary relationship with each other.** *Klein v. First Edina National Bank*, 293 Minn. 418, 421, 196 N.W.2d 619, 622 (1972). “ ‘A fiduciary relation exists when confidence is reposed on one side and there is resulting superiority on the other; and the relation and duties in it need not be legal but may be moral, social, domestic, or merely personal.’ ”

Kennedy v. Flo-Tronics, Inc., 274 Minn. at 331, 143 N.W.2d at 830 (quoting *Stark v. Equitable Life Assurance Society*, 205 Minn. 138, 145, 285 N.W. 466, 470 (1939)). *Midland Nat. Bank of Minneapolis v. Perranoski*, 299 N.W.2d 404, 413 (1980).

“Every violation by a trustee of a duty required of it by law, whether willful and fraudulent, or done through negligence, or arising through mere oversight or forgetfulness, is a breach of trust.” (citation omitted). We have often announced the rule that, ‘the burden of proof is upon a party holding a confidential or fiduciary relation to establish the perfect fairness, adequacy and equity of a transaction with the party with whom he holds such relation; * * *.’ (citation omitted). **‘But where a fiduciary relation exists between the parties to a transaction the burden of proof of its fairness is upon the fiduciary.’**

Rettinger v. Pierpont, 145 Neb. 161, 197, 15 N.W.2d 393, 412 (1944).

Nondisclosure is tantamount to an affirmative misrepresentation where a party to a transaction is duty-bound to disclose certain pertinent information (24 N.Y.Jur., Fraud and Deceit, § 107, at 161 [1962]). **Such duty to disclose may arise where a fiduciary or confidential relationship exists** or where a party has superior knowledge not available to the other (Fraud and Deceit, §§ 106-109, at 159-164 [1962]).

Even if a case of actual fraud has not been presented for lack of the element of scienter, or actual awareness on Wein's part that false representations were made, the allegations do establish a **breach of duty actionable as constructive fraud**. To recover for **constructive fraud**, plaintiff need not prove actual knowledge of falsity, but only **that a fiduciary or confidential relationship existed** between herself and Wein

(*id.*; see, 24 N.Y.Jur., Fraud and Deceit, §§ 2, 17, 109, at 35, 52-53, 163-164 [1962]). *Callahan v. Callahan*, 127 A.D.2d 298, 300-301, 514 N.Y.S.2d 819, 821-822 (1987).

It has long been the rule in this state that the **trustee has a duty to fully inform the beneficiary** of all material facts so that the beneficiary can protect his own interests where necessary. *St. Paul Fire and Marine Ins. Co. v. Truesdell Distributing Corp.*, 207 Neb. 153, 157, 296 N.W.2d 479, 483 (1980).

State ex rel. Nebraska State Bar Ass'n v. Douglas:

[R]espondent was the elected Attorney General of the State of Nebraska. ... The charge in count I embodies, in part, an allegation that respondent engaged in conduct which involved “dishonesty, fraud, deceit, or misrepresentation.”

“Although the general rule is that ‘one party to a transaction has no duty to disclose material facts to the other,’ and [sic] exception to this rule is made when the parties are in a fiduciary relationship with each other.”(citations omitted) When a relationship of trust and

confidence exists, **the fiduciary has the duty to disclose to the beneficiary of that trust all material facts, and failure to do so constitutes fraud.** See 37 C.J.S. *Fraud* § 16d (1943).

Regarding the law of trusts and **disclosure by a fiduciary**, we have said: **“It is the duty of a trustee to fully inform the cestui que trust [beneficiary] of *all* facts relating to the subject matter of the trust which come to the knowledge of the trustee and which are material to the cestui que trust to know for the protection of his interests.”** (Emphasis supplied.) (citations omitted).

Throughout the United States, public officers have been characterized as fiduciaries and trustees, charged with honesty and fidelity in administration of their office and execution of their duties. See, (citations omitted). See, also, (citation omitted) **(member of county board; public officials “owe a fiduciary duty to the people they represent”)**; (citation omitted) (state land commissioner; **“The relationship between a state official and the state is that of principal and agent and trustee and cestui que trust”**); (citation omitted) (sheriff; **“A public office is a public trust. Such offices are created for the benefit of the public, not for the benefit of the incumbent”**).

“An affirmative statement is not always required, however, and fraud may consist of the omission or concealment of a material fact if accompanied by the intent to deceive under circumstances which create the opportunity and duty to speak.” (citations omitted). See, also, (citation omitted) (fraud may arise not only from misrepresentation but from concealment as well, where there is suppression of facts which one party has a legal or equitable obligation to communicate to another). **“Concealment” means nondisclosure** when a party has a duty to disclose. See (citation omitted). *“Conceal”* means to hide, secrete, or withhold from knowledge of others....” (citation omitted). See, also, (citations omitted). *“The word conceal pertains to affirmative action likely to prevent or intended to prevent knowledge of a fact....” State v. Copple, supra.*

It is a general principle in the law of fraud that where there is a duty to speak, the disclosure must be full and complete. **It is firmly established that a partial and fragmentary disclosure, accompanied with the wilful concealment of material and qualifying facts, is not a true statement, and is as much a fraud as an actual misrepresentation, which, in effect, it is. Telling half a truth has been declared to be equivalent to concealing the other half. Even though one is under no obligation to speak as to a matter, if he undertakes to do so, either voluntarily or in response to inquiries, he is bound not only to state truly what he tells, but also not to suppress or conceal any facts within his knowledge which will materially qualify those stated. If he speaks at all, he must make a full and fair disclosure. Therefore, if one wilfully conceals and suppresses such facts and thereby leads the other party to believe that the matters to which the statements made relate are different from what they actually are, he is guilty of a fraudulent concealment.** 37 Am.Jur.2d *Fraud and Deceit* § 151 at 208-09 (1968).

Moreover, where one has a duty to speak, but deliberately remains silent, his silence is equivalent to a false representation.

See, *Security St. Bk. of Howard Lake v. Dieltz*, 408 N.W.2d 186 (Minn.App.1987); *Callahan v. Callahan*, 127 A.D.2d 298, 514 N.Y.S.2d 819 (1987); *Holcomb v. Zinke*, 365 N.W.2d 507 (N.D.1985); *Anderson v. Anderson*, 620 S.W.2d 815 (Tex.Civ.App.1981); 37 C.J.S. *Fraud* § 16a

(1943).

In passing upon the propriety of action by a commission council, the Supreme Court of Louisiana, in (citation omitted), stated: **“Public officials occupy positions of public trust... The duty imposed on a fiduciary embraces the obligation to render a full and fair disclosure to the beneficiary of all facts which materially affect his rights and interests.”**

As expressed in (citation omitted): **“A public official is a fiduciary toward the public ... and if he deliberately conceals material information from them he is guilty of fraud.”**

“To reveal some information on a subject triggers the duty to reveal all known material facts.” (citations omitted): “As expressed in 37 Am.Jur.2d, *supra*, § 150 at 207-08: A party of whom inquiry is made concerning the facts involved in a transaction **must not**, according to well-settled principles, **conceal or fail to disclose** any pertinent or material information in replying thereto, **or he will be chargeable with fraud**. The reason for the rule is simple and precise. Where one responds to an inquiry, **it is his duty to impart correct information. Thus, one who responds to an inquiry is guilty of fraud if he denies all knowledge of a fact which he knows to exist; if he gives equivocal, evasive, or misleading answers calculated to convey a false impression, even though they are literally true as far as they go; or if he fails to disclose the whole truth.**”

State ex rel. Nebraska State Bar Ass'n v. Douglas, 227 Neb. 1, 23-26, 416 N.W.2d 515, 529-531, (1987)

End of citations from: *State ex rel. Nebraska State Bar Ass'n v. Douglas*.

Incident to said trust [“A public office is a public trust”]: ‘They stand in a fiduciary relationship to the people (by) whom they have been elected and appointed to serve.’ (citation omitted) **The relationship** between a state official and the State is that of principal and agent and **trustee and cestui que trust. The relationship has been described as founded in the common law.** (citations omitted) **“These obligations are not mere theoretical concepts or idealistic abstractions of no practical force and effect; they are obligations imposed by the common law on public officers and assumed by them as a matter of law upon their entering public office.”** (citation omitted). *Fuchs v. Bidwill*, 31 Ill.App.3d 567, 570, 334 N.E.2d 117, 120 (1975).

As duly elected public officials serving their constituencies in Plaquemines Parish, Judge Perez, Leander Perez, Jr., and Chalin Perez were **bound to exercise** their official functions with **the utmost degree of honesty and fidelity**. Public officials occupy positions of public trust. **Public offices are created for the purpose of** effecting the ends for which government has been instituted, which are **the protection, safety, prosperity, and happiness of the people**; and not the profit, honor, or private interest of any one man, family, or class of men. And, of course, we subscribe to the principle that a public officer owes an undivided duty to the public whom he serves and is not permitted to place himself in a position that will subject him to conflicting duties or cause him to act other than for the best interests of the public.

Commenting on the high duty of trust and fidelity owed by public officials, the United States Supreme Court has noted: Law enforcement officials have furthermore been held to a higher responsibility than mere compliance with the law.

A fiduciary relationship has been further described as one that exists “when confidence is reposed on one side and there is resulting superiority and influence on the other.”

The duty imposed on a fiduciary embraces the obligation to render a full and fair disclosure to the beneficiary of all facts which materially affect his rights and interests.

Plaquemines Parish Com'n Council v. Delta Development Co., Inc., 502 So.2d 1034, 1039-1040 (1987).

The duty of a fiduciary embraces the obligation to render a **full and fair disclosure to the beneficiary** of all facts which materially affect his rights and interests. 'Where there is a duty to disclose, the disclosure must be full and complete, and any material concealment or misrepresentation will amount to fraud.'

'Cases in which the defendant stands in a fiduciary relationship to the plaintiff are frequently treated as if they involved fraudulent concealment of the cause of action by the defendant. The theory is that although the defendant makes no active misrepresentation, this element 'is supplied by an affirmative obligation to make full disclosure, and the **non-disclosure itself is a 'fraud'.**'

Neel v. Magana, Olney, Levy, Cathcart & Gelfand, 6 Cal.3d 176, 189, 491 P.2d 421, 429 (1971).

(Syllabus by the Court.)

Steinbeck v. Bon Homme Min. Co.:

One who occupies a fiduciary relation to another in respect to business or property, and who by the use of the knowledge he obtains through that relation, **or by the betrayal of the confidence reposed in him under it, acquires a title or interest in the subject-matter of the transaction antagonistic to that of his correlate, thereby charges his title or interest with a constructive trust for the benefit of the latter, which the cestui que trust may enforce or renounce at his option.**

The test of such a trust is the fiduciary relation and a betrayal of the confidence reposed, or some breach of the duty imposed under it.

Steinbeck v. Bon Homme Min. Co., 152 F. 333, 334, 81 C.C.A. 441 (1907).

Trice v. Comstock:

Syllabus by the Court. [A case exemplifying non-disclosure by public officers – fiduciaries of the Public Trust – of the presumptive hypothecation of the beneficiary's private property to the corporate State resulting from registration or recordation of said property with the State with benefits and profits to the State and injury to the beneficiary.]

Wherever one person is placed in such a relation to another by the act or consent of that other, or by the act of a third person, **or of the law**, that he becomes interested for him, or interested with him, in any subject of property or business, **he is in such a fiduciary relation with him that he is prohibited from acquiring rights in that subject antagonistic to the person with whose interests he has become associated.**

A violation of this inhibition, and the acquisition by one of the parties, by means of interest or information acquired through the fiduciary relation of any property or interest, which prevents or hinders his correlate in accomplishing the object of the agency, **charges the property thus acquired with a constructive trust for the benefit of the latter**, which may be enforced or renounced by him, at his option.

The test of such a trust is the fiduciary relation, and a betrayal of the confidence imposed under it to acquire the property. Neither a legal nor equitable interest by either party,

during the relation, in the property subsequently acquired, nor authority in either to buy or sell it, nor damage to the party betrayed, nor the existence of the fiduciary relation at the time the confidence is abused, is indispensable to the existence and enforcement of the trust. The existence of the relation, and a subsequent abuse of the confidence bestowed under it for the purpose of acquiring the property, are alone sufficient to authorize the enforcement of the trust.

For reasons of public policy, founded in a profound knowledge of the human intellect and of the motives that inspire the actions of men, **the law peremptorily forbids every one who, in a fiduciary relation, has acquired information concerning or interest in the business or property of his correlate from using that knowledge or interest to prevent the latter from accomplishing the purpose of the relation.** If one ignores or violates this prohibition, the law charges the interest or the property which he acquires in this way with a trust for the benefit of the other party to the relation, at the option of the latter, while it denies to the former all commission or compensation for his services. This inexorable principle of the law is not based upon, nor conditioned by, the respective interests or powers of the parties to the relation, the times when that relation commences or terminates, or the injury or damage which the betrayal of the confidence given entails. It rests upon a broader foundation, upon that sagacious public policy which, for the purpose of removing all temptation, removes all possibility that a trustee may derive profit from the subject-matter of his trust, **so that one whose confidence has been betrayed may enforce the trust which arises under this rule of law** although he has sustained no damage, although the confidential relation has terminated before the trust was betrayed, although he had no legal or equitable interest in the property, and although his correlate who acquired it had no joint interest in or discretionary power over it. **The only indispensable elements of a good cause of action to enforce such a trust are the fiduciary relation and the use by one of the parties to it of the knowledge or the interest he acquired through it to prevent the other from accomplishing the purpose of the relation.**

And, within the prohibition of this rule of law, every relation in which the duty of fidelity to each other is imposed upon the parties by the established rules of law **is a relation of trust and confidence. The relation of trustee and cestui que trust,** principal and agent, client and attorney, employer and an employee, who through the employment gains either an interest in or a knowledge of the property or business of his master, are striking and familiar illustrations of the relation. From the agreement which underlies and conditions these fiduciary relations, **the law both implies a contract and imposes a duty** that the servant shall be faithful to his master, the attorney to his client, the agent to his principal, **the trustee to his cestui que trust,** that each shall work and act with an eye single to the interest of his correlate, and that no one of them shall use the interest or knowledge which he acquires through the relation so as to defeat or hinder the other party to it in accomplishing any of the purposes for which it was created. ...

But no interest or control of the property to which the agency relates is essential to the raising of the trust. **The fiduciary relation and a breach of the duty it imposes are sufficient in themselves.**

The truth is that the principle of law which controls the determination of this case is not limited or conditioned by the interests, powers, or injuries of the parties to the fiduciary relations. It is as broad, general, and universal as the relations themselves, and it charges everything acquired by the use of knowledge secured by virtue of these trust relations and in violation of the

duty of fidelity imposed thereby with **a constructive trust for the benefit of the party whose confidence is betrayed.** It dominates and controls the relation of attorney and client, principal and agent, employer and trusted employe, as completely as the relation of trustee and cestui que trust. In *Greenlaw v. King*, 5 Jur. 19, Lord Chancellor Cottenham, speaking of this doctrine, says: 'The rule was one of universal application, affecting all persons who came within its principle, which was that no party could be permitted to purchase an interest when he had a duty to perform which was inconsistent with the character of a purchaser.' In *Hamilton v. Wright*, 9 Cl. & Fi. 111, 122, Lord Brougham declared that it is the duty of a trustee 'to do nothing for the impairing or destruction of the trust, nor to place himself in a position inconsistent with the interests of the trust.' And on page 124 he said: 'Nor is it only on account of the conflict between his interest and his duty to the trust that such transactions are forbidden. The knowledge which he acquires as trustee is of itself sufficient ground of disqualification, and of requiring that such knowledge shall not be capable of being used for his own benefit to injure the trust.' The rule upon this subject was clearly and not too broadly stated in the American note to *Keech v. Sandford*, 1 White & T. Lead. Case. in Eq. (4th Am. Ed.) p. 62, *page 58, in these words: **'Wherever one person is placed in such relation to another, by the act or consent of that other, or the act of a third person, or of the law, that he becomes interested for him, or interested with him, in any subject of property or business, he is prohibited from acquiring rights in that subject antagonistic to the person with whose interests he has become associated.'** *Trice v. Comstock*, 61 L.R.A. 176, 121 F. 620, 620-627. 57 C.C.A. 646 (1903).

VI. Taking of private property for public use without just compensation

Private property may not be taken for public use without just compensation. As soon as private property has been taken, whether through formal condemnation proceedings, occupancy, physical invasion, or regulation, the landowner has *already* suffered a constitutional violation, and **"the self-executing character of the constitutional provision with respect to compensation is triggered."** When public officers take private property without just compensation they are acting in violation of both federal and state Constitutional limitations, they are acting outside their delegated authority, they are acting in breach of their fiduciary duty, and, they are acting outside the scope of the limitations placed upon the entity for whom they are acting, therefore with respect to the entity for whom they are acting, such as a municipal corporation or government corporation, their acts are ultra vires.

The Fifth Article in Amendment to the Constitution of the United States of America states, in pertinent part: **"Nor shall private property be taken for public use without just compensation."** *The Constitution of the United States of America, Article in Amendment the Fifth.*

Article I (Declaration of Rights) of the Constitution of The state of Wisconsin states: "Private property for public use. Section 13. **The property of no person shall be taken for public use without just compensation therefor.**"

The Constitution for The state of Wisconsin, Article I. Declaration of Rights.

“Private property. As protected from being taken for public uses, is **such property as belongs absolutely to an individual**, and of which he has the exclusive right of disposition; property of a specific, fixed and tangible nature, capable of being had in possession and transmitted to another, such as houses, lands, and chattels. *Homochitto River Com’rs v. Withers*, 29 Miss. 21, 64 Am.Dec. 126, *Scranton v. Wheeler*, 21 S.Ct. 48, 179 U.S. 141, 45 L.Ed. 126.”

Black’s Law Dictionary, Revised Fourth Edition, page 1382.

We hold that under the facts alleged the plaintiff has stated a claim for relief under *Art. I, sec. 13 of the Wisconsin Constitution*. ... [I]n order to trigger the “just compensation” clause there must be a “taking” of private property for public use. A “taking” in the constitutional sense occurs when the government restriction placed on the property “ ‘practically or substantially renders the property useless for all reasonable purposes.’ ” *Howell Plaza, Inc. v. State Highway Comm.*, 92 Wis.2d 74, 85, 284 N.W.2d 887 (1979), quoting *Buhler v. Racine County*, 33 Wis.2d 137, 143, 146 N.W.2d 403 (1966). **A taking can occur short of actual occupation by the government if the restriction “deprives the owner of all, or substantially all, of the beneficial use of his property.”** *Howell Plaza, Inc. v. State Highway Comm.*, 66 Wis.2d 720, 726, 226 N.W.2d 185 (1975). However, “[a] taking can occur absent physical invasion only where there is a legally imposed restriction upon the property’s use.” *Howell Plaza*, 92 Wis.2d at 88, 284 N.W.2d 887.

Zinn v. State, 112 Wis.2d 417, 424, 334 N.W.2d 67, 70-71 (1983).

Because the DNR’s ruling, which was within its statutory authority to make, converted Zinn’s private property by operation of law into public lands, there can be no dispute that there was a “taking” within the meaning of Art. I, sec. 13. Contrary to the holding of the court of appeals, we find that this ruling which transferred title to Zinn’s land to the state constituted a legally imposed restriction on Zinn’s property under this court’s decision in *Howell Plaza* (1979). **It is difficult to conceive of a greater restriction on the property, in the absence of actual physical occupancy, than the loss of title to private land.** *Zinn*, 112 Wis.2d at 427.

“The language of the Fifth Amendment prohibits the ‘tak[ing]’ of private property for ‘public use’ without payment of ‘just compensation.’ **As soon as private property has been taken**, whether through formal condemnation proceedings, occupancy, physical invasion, or regulation, **the landowner has already suffered a constitutional violation, and “the self-executing character of the constitutional provision with respect to compensation,”** *United States v. Clarke*, 445 U.S. 253, 257, 100 S.Ct. 1127, 1130, 63 L.Ed.2d 373 (1980), quoting 6 J. Sackman, Nichols’ Law of Eminent Domain Sec. 25.41 (rev. 3d ed. 1980), **is triggered.** This Court has consistently recognized that the just compensation requirement in the Fifth Amendment is not precatory: **once there is a ‘taking,’ compensation must be awarded”**

Zinn, 112 Wis.2d at 429.

This case involves ... an action against the state to receive the “just compensation” that is constitutionally mandated whenever private property is taken for public use. **Once property is taken in the constitutional sense, just compensation is constitutionally required.**

Zinn, 112 Wis.2d at 431.

However, sovereign immunity will not bar recovery for a taking, because **just compensation following a taking is a “constitutional necessity rather than a legislative dole.”** In this sense, **Article I, § 13 is a self-executing** constitutional waiver of sovereign immunity. We therefore determine that sovereign immunity does not bar the plaintiffs' claims under Article I, § 13. (citations omitted)

Wisconsin Retired Teachers Ass'n, Inc. v. Employee Trust Funds Bd., 207 Wis.2d 1, 28, 558 N.W.2d 83, 95 (1997).

The takings clause is a self-executing constitutional provision.

Wisconsin Retired Teachers, 207 Wis.2d at 29.

It is the property owner's loss that Wis. Const. art. I, § 13 compensates.

Wisconsin Retired Teachers, 207 Wis.2d at 30.

VII. Unjust enrichment and Imposition of a constructive trust

When public officers who are fiduciaries of the Public Trust take private property for public use without just compensation in violation of the Constitutions creating the Public Trust(s) and in breach of their fiduciary duty, said public officers unjustly enrich the entity for whom they have acted, thereby giving rise to a constructive trust in favor of, and for the benefit of, the one whose interest has been taken, and against the entity that has been unjustly enriched.

A constructive trust arises where a person clothed with some fiduciary character, by fraud or other action upon his part, gains something for himself [or another] which, except for his act, he would not have procured and which it is inequitable for him, [or the third party, employer or otherwise,] to retain. If one obtains property by such arts, acts, or circumstances of circumvention, imposition, or fraud or by virtue of a confidential relationship and influence under such circumstances that he ought not, according to the rules of equity and good conscience, hold and enjoy the beneficial interest, the court, in order to achieve complete equity, will declare a trust by construction and convert the offending party into a trustee and order him to hold the same subject to a lien or direct him to execute the trust so as to protect fully the rights of the defrauded or deceived party. (Perry on Trusts (6th Ed.) Sec. 166, citations omitted) Courts of equity declare trusts of this character and recognize equitable liens because of what they deem fraud, either actual or constructive, including acts or omissions in violation of fiduciary obligations. **The constructive trust may be one resulting from actual fraud or one in which the existence of confidential relation and subsequent abuse of the confidence reposed produce a result abhorrent to equity.**

Continental Illinois Nat. Bank & Trust Co. v. Continental Illinois Nat. Bank, 87 F.2d 934, 936 (1937).

Restatement, Restitution, § 1 [1937 - 2011] provides: “Where a person holding title to property is subject to an equitable duty to convey it to another on the ground that he would be

unjustly enriched if he were permitted to retain it, a constructive trust arises.” ... “A constructive trust does not, like an express trust, arise because of a manifestation of an intention to create it, but it is imposed as a remedy to prevent unjust enrichment. A constructive trust, unlike an express trust, is not a fiduciary relation, although the circumstances which give rise to a constructive trust may or may not involve a fiduciary relation. ... a quasi-contractual obligation and a constructive trust closely resemble each other, the chief difference being that the plaintiff in bringing an action to enforce a quasi-contractual obligation seeks to obtain a judgment imposing a merely personal liability upon the defendant to pay a sum of money, whereas the plaintiff in bringing a suit to enforce a constructive trust seeks to recover specific property.”

This court has stated that a constructive trust is an implied trust, arising by operation of law to satisfy the demands of justice. *Hall v. Superior Federal Bank*, 303 Ark. 125, 794 S.W.2d 611 (1990). While a confidential or fiduciary relationship does not in itself give rise to a constructive trust, **an abuse of confidence rendering the acquisition or retention of property by one person unconscionable against the other, suffices generally to ground equitable relief in the form of declaration and enforcement of a constructive trust.** *Id.*,

J.W. Reynolds Lumber Co. v. Smackover State Bank, 310 Ark. 342, 346-347, 836 S.W.2d 853, 20 UCC Rep.Serv.2d 542 (1992).

In 3 Pomeroy, Equity Jurisprudence (4th Ed.) pp. 2397-2401, it is said:

“A constructive trust arises whenever another's property has been wrongfully appropriated and converted into a different form. If one person having money or any kind of property belonging to another in his hands wrongfully uses it for the purchase of lands, taking the title in his own name, or if a trustee or other fiduciary person wrongfully converts the trust fund into a different species of property, taking to himself the title; or if an agent or bailee wrongfully disposes of his principal's securities, and with the proceeds purchases other securities in his own name, *in these and all similar cases equity impresses a constructive trust upon the new form or species of property, not only while it is in the hands of the original wrongdoer, but as long as it can be followed and identified in whosoever hands it may come*, except into those of a bona fide purchaser for value and without notice; ***and the court will enforce the constructive trust for the benefit of the beneficial owner or original cestui que trust who has thus been defrauded.*** As a necessary consequence of this doctrine, whenever property subject to a trust is wrongfully sold and transferred to a bona fide purchaser, so that it is freed from the trust, the trust immediately attaches to the price or proceeds in the hands of the vendor, whether such price be a debt yet unpaid due from the purchaser, or a different kind of property taken in exchange, or even a sum of money paid to the vendor, as long as the money can be identified and reached in his hands or under his control. *It is not essential for the application of this doctrine that an actual trust or fiduciary relation should exist between the original wrongdoer and the beneficial owner. Wherever one person has wrongfully taken the property of another, and converted it into a new form, or transferred it, the trust arises and follows the property or its proceeds.*” (Italics ours.)

It appears to us that the foregoing quotation from Pomeroy not only constitutes good logic, but sound law. The court rightly declared a lien upon the property for the amount of the trust fund

actually used either in the purchase or in the improvement of the property. 2 Perry on Trusts (5th Ed.) p. 528. *Warsco v. Oshkosh Savings & Trust Co.*, 190 Wis. 87, 208 N.W. 886, 887 (1926).

Fuchs v. Bidwill:

Since 1871, Illinois has had a statute defining the **fiduciary nature** of public office. (Ill.Rev.Stat.1971, ch. 102, par. 3.) As amended in 1949, it provides: We conclude that the Governmental Ethics Act, effective January 1, 1968, **does not create a new obligation but states more explicitly the fiduciary status of a public official which equity** has long asserted.

‘No person holding any office, either by election or appointment under the laws or constitution of this state, may be in any manner interested, either directly or indirectly, in his own name **or in the name of any** other person, association, **trust or corporation**, in any contract or the performance of any work in the making or letting of which such officer may be called upon to act or vote. * * * Nor may any such officer take or receive, or offer to take or receive, Either directly or indirectly, any money or other thing of value as a gift or bribe or means of influencing his vote or action in his official character. * * *’ (Emphasis supplied)

The principles of equity related to fiduciary liability do not require the discovery of actual harm or measurable injury to the public. The Restatement of Restitution, s 197, provides that a fiduciary who received profit in violation of his duty: **‘(H)olds what he receives upon a constructive trust for the beneficiary.’**

Comment c explains: ‘The rule stated in this Section is applicable although the profit received by the fiduciary is not at the expense of the beneficiary. * * * The rule stated in this Section, like those stated in the other Sections in this Chapter, is not based on harm done to the beneficiary in the particular case, but rests upon a broad principle of preventing a conflict of opposing interests in the minds of fiduciaries, **whose duty it is to act solely for the benefit of their beneficiaries.**’

Fuchs v. Bidwill, 31 Ill.App.3d 567, 571-572, 334 N.E.2d 117, 120 (1975) (citation omitted)

We believe that the amended complaint adequately pleads **the existence of a fiduciary relationship, the subsequent breach thereof, and sufficient facts, if proven, to justify the imposition of a constructive trust.** Even if we were to find that the pleading lacked specific allegations of fraud and the breach of a fiduciary duty, **the imposition of a constructive trust nonetheless would still be proper.** ... The particular circumstances in which equity will impress a constructive trust are as numerous as the modes by which property may be obtained **through bad faith and unconscionable acts.** (County of Cook v. Barrett ; 4 Pomeroy's Equity Jurisprudence s 1045, at 97 (5th ed. 1941).) **A constructive trust is imposed** by a court because the person holding title to property would profit by a wrong or **would be unjustly enriched** if he were permitted to keep the property.

To impose a constructive trust, no fiduciary duty or relationship need exist between the person holding the property and the aggrieved party. ‘Restitution, by virtue of its adaptability to individual cases on equitable principles may * * * reach situations beyond the grasp of other civil or criminal remedies and do justice on equitable principles * * *. (Citation.)’

Village of Wheeling v. Stavros, 411 N.E.2d 1067, 1070 (1980).

Ross v. Specialty Risk Consultants, Inc.:

¶ 13 “A constructive trust arises whenever another's property has been wrongfully appropriated and converted into a different form.” *Warsco v. Oshkosh Savings & Trust Co.*, 190 Wis. 87, 90, 208 N.W. 886 (1926) (quoting 3 POMEROY, EQUITY JURISPRUDENCE § 1051, at 2397-2401 (4th ed.1918)). It is an equitable device employed to prevent fraud or abuse of a confidential relationship and is implied to accomplish justice. *See In re Massouras' Estate*, 16 Wis.2d 304, 312, 114 N.W.2d 449 (1962).

¶ 14 “In the constructive trust case, the defendant has legal rights in something that in good conscience belongs to the plaintiff.” 1 DAN B. DOBBS, LAW OF REMEDIES § 4.3(1), at 587-88 (2d ed.1993). “The property is ‘subject to a constructive trust,’ and the defendant is a ‘constructive trustee.’ ” *Id.* “The defendant is thus made to transfer title to the plaintiff who is, in the eyes of equity, the true ‘owner.’ ” *Id.* **“When equity imposes a constructive trust upon an asset of the defendant, the plaintiff ultimately gets formal legal title.”** *Id.* at § 4.3(2), at 589.

¶ 15 A constructive trust will be imposed only in limited circumstances. **Legal title must have been obtained by means of fraud, commission of wrong or by any form of unconscionable conduct** and must be held by someone who in equity should not be entitled to it. *See Wilharms v. Wilharms*, 93 Wis.2d 671, 678-79, 287 N.W.2d 779 (1980). It is not necessary that the person against whom the constructive trust is to be imposed be the wrongdoer or know of wrongdoing initially. If other elements for imposing a constructive trust have been satisfied and **the holder of legal title is not a bona fide purchaser**, a constructive trust may be imposed. *See id.*

¶ 16 **A constructive trust imposed on wrongfully obtained property follows the property or its proceeds.**

If one person having money or any kind of property belonging to another in his hands wrongfully uses it for the purchase of lands, taking the title in his own name, ... equity impresses a constructive trust upon the new form or species of property, not only while it is in the hands of the original wrongdoer, but as long as it can be followed and identified in whosoever hands it may come, except into those of a bona fide purchaser for value and without notice; and the court will enforce the constructive trust for the benefit of the beneficial owner or original cestui que trust who has thus been defrauded. ... Wherever one person has wrongfully taken the property of another, and converted it into a new form, or transferred it, the trust arises and follows the property or its proceeds.

Warsco, 190 Wis. at 90, 208 N.W. 886; *see also Truelsch v. Northwestern Mut. Life Ins. Co.*, 186 Wis. 239, 202 N.W. 352 (1925).^{FN7}

FN7. In *Truelsch v. Northwestern Mut. Life Ins. Co.*, 186 Wis. 239, 252, 202 N.W. 352 (1925):

It would be a signal failure of justice if one who has become a constructive trustee by reason of wrongfully receiving or securing the property of another could escape the consequences of his acts by changing the form of the property thus acquired. Hence, as between him and the *cestui que trust*, the latter may pursue the funds into the new investment and charge that investment with the trust. He may also assert and enforce the same right against third parties to whom the property has been transferred with

knowledge of the trust or who have paid no consideration for it, provided the identity of the trust fund can be established.

¶ 17 **An interest in land comprehends “every kind of claim to land which can form the basis of a property right.”** *Weber v. Sunset Ridge*, 269 Wis. 120, 126, 68 N.W.2d 706 (1955) (citations omitted). **An action seeking the imposition of a constructive trust may ultimately change legal title.** See DOBBS, *supra*, at 587-88. It follows, therefore, that a claim for the imposition of a constructive trust on real estate is an action seeking relief that “might confirm or change interests in the real property,” as that term is used in WIS. STAT. § 840.10.

¶ 21 **That the suit for the constructive trust was filed in Illinois and not Wisconsin is of no consequence. A “court outside this state having personal jurisdiction of a party may order that party to execute a conveyance of real property located in Wisconsin.”** *Belleville State Bank*, 117 Wis.2d at 577, 345 N.W.2d 405. To be consistent with *Belleville*, we must conclude WIS. STAT. § 840.10 permits a lis pendens to be recorded in connection with an out-of-state suit seeking title or possession of property in Wisconsin by means of a constructive trust. **END:** *Ross v. Specialty Risk Consultants, Inc.*, 240 Wis.2d 23, 621 N.W.2d 669, (2000).

In re Massouras' Estate:

The facts in this case call for the **imposition of a constructive trust. Such a trust is implied by operation of law as a remedial device for the protection of a beneficial interest against one who either by actual or constructive fraud, duress, abuse of confidence, mistake, commission of a wrong, or by any form of unconscionable conduct, has either obtained or holds the legal title to property which he ought not in equity and in good conscience beneficially enjoy.** *Joerres v. Koscielniak* (1961), 13 Wis.2d 242, 108 N.W.2d 569; *Zartner v. Holzhauer* (1931), 204 Wis. 18, 234 N.W. 508, 76 A.L.R. 396; *Warsco v. Oshkosh S. & T. Co.* (1926), 190 Wis. 87, 208 N.W. 886, 47 A.L.R. 366; Bogart, *The Law of Trusts and Trustees*, 2d ed., ch. 24, pages 3-10, sec. 471; Davitt, *The Elements of Law*, Ch. 18, Equity, p. 305; 54 Am.Jur., Trust, p. 167, sec. 218; 89 C.J.S. Trusts § 139, p. 1015.

It was pointed out in *Masino v. Sechrest* (1954), 268 Wis. 101, 66 N.W.2d 740, and in *Nehls v. Meyer* (1959), 7 Wis.2d 37, 95 N.W.2d 780, that **a constructive trust is a device in a court of equity to prevent unjust enrichment which arises from fraud or abuse of confidential relationship and is implied to accomplish justice.** In those cases, the grantee of property would have been unjustly enriched by a repudiation of an agreement. Similarly, here, the petitioner would be unjustly enriched by repudiation of the property settlement. Dean Pound observed, ‘Thus constructive trust could be used in a variety of situations, * * * and sometimes to develop a new field of equitable interposition, as in what we have come to think the typical case of constructive trust, namely, specific restitution of a received benefit in order to prevent unjust enrichment.’ *The Progress of Law, Equity*, 33 Harv.Law Rev. 420 (1920). Restatement of Law, Restitution, Constructive Trusts, page 640, sec. 160, states the rule as follows:

‘Where a person holding title to property is subject to an equitable duty to convey it to another on the ground that he would be unjustly enriched if he were permitted to retain it, a constructive trust arises.’

In re Massouras' Estate, 16 Wis.2d 304, 312-313, 114 N.W.2d 449, 453 (1962).

“When property has been acquired in such circumstances that the holder of the legal title may not in good conscience retain the beneficial interest, equity converts him into a trustee.” ... The constructive-trust device (a legal fiction if ever there was one) is ordinarily used to require a person who has acquired property by fraud or other misconduct to convey it to the true owner. ... **But in Illinois, as in many other jurisdictions, constructive-trust principles apply with equal force to public fiduciaries.** *U.S. v. Holzer*, 840 F.2d 1343, 1346-1347 (1988).

VIII. Disgorgement

An accounting is essentially an equitable remedy which is civil in nature. It is an extraordinary remedy, in which the court retains jurisdiction until the final determination, in order to render a comprehensive final judgment. An equitable accounting is a restitutionary remedy, designed to prevent unjust enrichment by requiring the disgorgement of any benefit or profit received as a result of a breach of fiduciary duty. While an accounting for profits is one of a category of traditionally restitutionary remedies in equity, and is often invoked in conjunction with a constructive trust, the two remedies differ, in that one seeking an equitable accounting rather than a constructive trust need not identify a particular asset or fund of money in the defendant's possession to which the plaintiff is entitled. An accounting implies that one is responsible to another for money or property, as a result of a fiduciary relation. The right to an equitable accounting arises generally from the respondent's possession of money or property, which, because of the fiduciary relationship with the complainant, the respondent is obliged to surrender.

“In all of these cases, only full disgorgement satisfies the principle of preventing unjust enrichment, and the remedy, though harsh, **advances the goal of deterring others** from inducing governmental employees to violate their public trust.

A rule of full disgorgement is also supported by these four cases. In *SEC v. Commonwealth Chem. Sec., Inc.*, 574 F.2d 90 (2d Cir.1978), Judge Friendly said that “the primary purpose of disgorgement is not to compensate investors. Unlike damages it is a method of forcing a defendant to give up the amount by which he was unjustly enriched...” *Id.* at 102. In *SEC v. Wang*, 944 F.2d 80 (2d Cir.1991), the court said that disgorgement “seeks to deprive the defendants of their ill-gotten gains to effectuate the deterrence objectives of the securities laws.”

Id. at 85. *County of Essex v. First Union Nat. Bank*, 373 N.J.Super. 543, 552-553, 862 A.2d 1168.

This was not an action at law for conversion. Rather, it was an equity suit *for restitution* ... who sought ... “disgorgement” of their ill-gotten gains ... The object of restitution is to put the parties back into the position in which they were before the tainted transaction occurred. Restitution can be had by harnessing either doctrines that have their origin in the common law or those which spring from the equity side of our jurisprudence. **The unifying theme of various restitutionary tools is the prevention of unjust enrichment. Equity courts have fashioned the fiction of a constructive trust in order to force restitution from one who was unjustly enriched. The Restatement of Restitution also uses the constructive trust device to explain**

the essence of this relief. It starts with the general principle that restitution will be available whenever one has received a benefit to which another is justly entitled. The inequity of retaining a benefit can spring from a variety of sources, such as fraud or other unconscionable conduct in which the recipient has received a benefit for which he has not responded with a quid pro quo. The remedy in restitution rests on the ancient principles of **disgorgement**. Beneath the cloak of restitution lies the dagger that compels the conscious wrongdoer to **“disgorge” his gains. Disgorgement is designed to deprive the wrongdoer of all gains flowing from the wrong rather than to compensate the victim of the fraud.** In modern legal usage the term has frequently been extended to include a dimension of deterrence. Disgorgement is said to occur when a “defendant is made to ‘cough up’ what he got, neither more nor less.” From centuries back equity has compelled a **disloyal fiduciary** to “disgorge” his profits. He is held chargeable as a constructive trustee of the ill-gotten gains in his possession. A constructive trustee who consciously misappropriates the property of another is often refused allowance even of his actual expenses. Where a wrongdoer is shown to have been a conscious, deliberate misappropriator of another's commercial values, gross profits are recoverable through a restitutionary remedy. *Warren v. Century Bankcorporation, Inc.*, 741 P.2d 846, 852, 55 USLW 2494, 1987 OK 14.

Restitution based upon **unjust enrichment** cuts across many branches of the law, including contract, tort and fiduciary relationship. See 1 Palmer, *The Law of Restitution* § 1.1, p. 2 [1978]. *Id.* at 852.

Restatement, Restitution, § 1 [1937 - 2011] provides: “**A person who has been unjustly enriched at the expense of another is required to make restitution to the other.**” *Id.* at 852.

Vorlander v. Keyes:

One who, **acting in a fiduciary capacity**, secretly and wrongfully, and therefore fraudulently, uses fiduciary funds to purchase real estate or personal property, including policies of life insurance, for his own benefit and puts it in his own name, **takes the title and interest in it as a trustee ex maleficio for the owner of the misappropriated funds he thus uses, the cestui que trust.** The equitable ownership and title of the misappropriated funds and the fruits thereof remain in the cestui que trust as long as they can be traced, and the trustee holds nothing but the naked title for the exclusive benefit of the cestui que trust.

In equity, not only the property which the trustee acquires with the misappropriated funds, but all its fruits, in every form, its increase, its income, other property acquired by the trustee by the exchange or use of it in any way, become, at the option of the cestui que trust, his property, unless it has passed into the hands of a bona fide purchaser for value without notice of the misappropriation.

In no event is the trustee ex maleficio entitled in equity to any benefit to himself from the use of the trust funds. Public policy forbids that one who has corruptly thrust himself into the position of a trustee shall profit by his fraud.

Nor may another, in this case the wife, now the widow of the trustee ex maleficio, though herself innocent of the fraud, **who has paid no consideration for the property purchased with the misappropriated funds or for their fruits, hold any of them against the cestui que trust, the owner thereof. A third person**, unless he or she has in good faith acquired for value without notice a subsequent interest, seeking any benefit resulting from the misappropriation **becomes a**

particeps criminis however innocent of the fraud in the beginning. Story's Equity Jurisprudence (14th Ed.) Secs. 1666, 1667, 1668, 1669, 1670; Perry on Trusts, Secs. 127, 166. *Vorlander v. Keyes*, 1 F.2d 67, 69-70 (1924).

IX. Value of Private Property

The language used in the Fifth Amendment in respect to this matter is happily chosen. The entire amendment is a series of negations, denials of right or power in the government; the last (the one in point here) being: 'Nor shall private property be taken for public use without just compensation.' *Monongahela Nav. Co. v. U S*, at 326.

"The right of the legislature of the State, by law, to apply the property of the citizen to the public use, and then to constitute itself the judge in its own case, to determine what is the 'just compensation' it ought to pay therefor, or how much benefit it has conferred upon the citizen by thus taking his property without his consent, or to extinguish any part of such 'compensation' by prospective conjectural advantage, or *in any manner* to interfere with the just powers and province of courts and juries in administering right and justice, cannot for a moment be admitted or tolerated under our Constitution. If anything *can be* clear and undeniable, upon principles of natural justice or constitutional law, it seems that this must be so."

What amount of compensation for each separate use of any particular property may be charged is sometimes fixed by the statute which gives authority for the creation of the property; sometimes determined by what it is reasonably worth; and sometimes, if it is purely private property, devoted only to private uses, the matter rests arbitrarily with the will of the owner.

Monongahela Nav. Co. v. U S, 148 U.S. 312, 328-329, 13 S.Ct. 622, 37 L.Ed. 463 (1893).

X. Quo Warranto

The common-law remedy of quo warranto is employed either to determine the right of an individual to hold public office or to challenge a public official's attempt to exercise some right or privilege derived from the state. It is a legal inquiry into the permission of a public official to perform acts about which complaint is made. It is also used to question the existence of a public corporation or district and its right to act.

When used by a governmental body, quo warranto is a remedy or proceeding by which the sovereign or state determines the legality of a claim that a party asserts to the use or exercise of an office or franchise. It ousts the holder from its enjoyment if the claim is not well-founded or if the right to enjoy the privilege has been forfeited or lost. Quo warranto proceedings are used by the State to protect itself and the good of the public through agents of the state who control the proceedings. Quo warranto demands that an individual or corporation show by what right it exercises some franchise or privilege appertaining to the state that, according to the constitution and laws of the land, it cannot

legally exercise except by virtue of grant or authority from the state. Quo warranto is intended to prevent the exercise of powers that are not conferred by law.

It is an ancient common-law writ and remedy to determine the right to the use or exercise of a franchise or office and to oust the holder from its enjoyment if he or she has forfeited his or her right to enjoy the privilege. Primarily, the remedy of quo warranto belongs to the state, to protect the interests of the people as a whole and guard the public welfare. It is a preventative remedy addressed to preventing a continuing exercise of an authority unlawfully asserted rather than to correcting what has already been done under that authority.

Quo Warranto - Wisconsin:

Such action may be brought in the name of the state by a private person on personal complaint when the attorney general refuses to act or when the office usurped pertains to a county, town, city, village, school district or technical college district. *Wis. Stats. § 784.04.*

When a defendant against whom an action has been brought under this chapter shall be adjudged guilty of usurping or intruding into or unlawfully holding or exercising any office, franchise or privilege, judgment shall be rendered that the defendant be excluded from the office, franchise or privilege and that the plaintiff recover costs against the defendant.

Wis. Stats. §784.13, Quo Warranto.

The question presented is one of law: Who, *under the law*, is entitled to hold and exercise the office?

At common law, an officer could only be removed for cause and after a hearing. Throop on Public Officers, sec. 362, p. 358. This was because at common law in England, a public office was considered as an incorporeal hereditament grantable by the Crown in which the holder acquired and had an estate. 42 Am.Jur., Public Officers, sec. 9, p. 886.

That conception of a public office does not obtain in this country. Here a public office is considered a public trust. (citation omitted) ‘With us, a public office has never been regarded as an incorporeal hereditament, or as having the character or qualities of a grant. That a public office is the property of him to whom the execution of its duties is intrusted is repugnant to the institutions of our country, and at issue with that universal understanding of the community which is the result of those institutions. With us, public offices are public agencies or trusts, and **the nature of the relation of a public officer to the public is inconsistent with either a property or a contract right. Every public office is created in the interest and for the benefit of the people, and belongs to them. The right, it has been said, is not the right of the incumbent to the place, but of the people to the officer. * * *** The incumbent has no vested right in the office which he holds, * * *’ 42 Am.Jur., Public Officers, sec. 9, pp. 886, 887. **‘Public officers, in other words, are but the servants of the people, and not their rulers.’** 42 Am.Jur., Public Officers, sec. 8, p. 885.

State ex rel. Bonner v. District Court of First Judicial Dist. in and for Lewis and Clark County, 122 Mont. 464, 470, 206 P.2d 166, 169 (1949).

Chief Justice Vanderbilt described **the role of public officers holding positions of public trust** in *Driscoll v. Burlington-Bristol Bridge Co.*, 8 N.J. 433, 86 A.2d 201 (1952):

They stand in a fiduciary relationship to the people whom they have been elected or appointed to serve. (Citations omitted.) **As fiduciaries** and trustees of the public weal they are under an inescapable obligation to **serve the public with the highest fidelity**. In discharging the duties of their office they are required to display such intelligence and skill as they are capable of, to be diligent and conscientious, to exercise their discretion not arbitrarily but reasonably, and **above all to display good faith, honesty and integrity**. [at 474-475, 86 A.2d 201] (citations omitted.)

And, at 476, 86 A.2d 201, said:

These obligations are not mere theoretical concepts or idealistic abstractions of no practical force and effect; **they are obligations imposed by the common law on public officers and assumed by them as a matter of law upon their entering public office. The enforcement of these obligations is essential to the soundness and efficiency of our government, which exists for the benefit of the people who are its sovereign.**

Recently that language was referred to by Judge Baime in *State v. Gregorio*, 186 N.J. Super. 138, 451 A.2d 980 (Law Div.1982), who further stated:

Perhaps it bears repeating that our government is founded upon trust. We entrust those who govern with broad powers to formulate and implement public policy and **“we have faith that they will properly perform their obligation.”** Hyland, “Combating Official Corruption in New Jersey”, 3 *Crim.J.Q.* 164 (1975).... These principles are not mere platitudes. They represent the first rule of good government. [at 143, 451 A.2d 980].

.... For all of the foregoing reasons the court has concluded that defendant has failed to show good cause why the forfeiture of his offices should be stayed. Accordingly, a **judgment will be entered in favor of plaintiff declaring that defendant Robert C. Botti forfeited his office** *State v. Botti*, 189 N.J. Super. 127, 140, 458 A.2d 1333, 1340-1341 (1983).

XI. Constitution As the Enduring Foundation of Law

In England there is no written constitution, no fundamental law, nothing visible, nothing real, nothing certain, by which a statute can be tested. In America the case is widely different: Every State in the Union has its constitution reduced to written exactitude and precision.

“What is a Constitution? It is the form of government, delineated by the mighty hand of the people, in which certain first principles of fundamental laws are established. The Constitution is certain and fixed; it contains the permanent will of the people, and is the supreme law of the land; it is paramount to the power of the Legislature, and can be revoked or altered only by the authority that made it. The life-giving principle and the death-doing stroke must proceed from the same hand. What are Legislatures? Creatures of the Constitution; they owe their existence to the Constitution: they derive their powers from the Constitution: It is their commission; and,

therefore, all their acts must be conformable to it, or else they will be void. The Constitution is the work or will of the People themselves, in their original, sovereign, and unlimited capacity. Law is the work or will of the Legislature in their derivative and subordinate capacity. The one is the work of the Creator, and the other of the Creature. The Constitution fixes limits to the exercise of legislative authority, and prescribes the orbit within which it must move. In short, gentlemen, the Constitution is the sun of the political system, around which all Legislative, Executive and Judicial bodies must revolve. Whatever may be the case in other countries, yet in this there can be no doubt, that every act of the Legislature, repugnant to the Constitution, is absolutely void.

Such an act would be a monster in legislation, and shock all mankind. The legislature, therefore, had no authority to make an act divesting one citizen of his freehold, and vesting it in another, without a just compensation. It is inconsistent with the principles of reason, justice, and moral rectitude; it is incompatible with the comfort, peace, and happiness of mankind; it is contrary to the principles of social alliance in every free government; and lastly, it is contrary both to the letter and spirit of the Constitution. In short, it is what every one would think unreasonable and unjust in his own case.

Omnipotence in Legislation is despotism. According to this doctrine, we have nothing that we can call our own, or are sure of for a moment; we are all tenants at will, and hold our landed property at the mere pleasure of the Legislature. Wretched situation, precarious tenure! And yet we boast of property and its security, of Laws, of Courts, of Constitutions, and call ourselves free!" *VanHorne's Lessee v. Dorrance*, 2 U.S. 304 (1795).

XII. Origin of Complainant's Private Land

In 1776 when our American Founding Fathers threw off the yoke of tyranny from the Old World and declared freedom in the New World they gave recognition to the truth that men are endowed by their Creator with certain unalienable Rights, that among these are Life, Liberty and Property. And, that to secure these rights, Governments are instituted among Men, deriving their just powers from the consent of the governed.

The Definitive Treaty of Peace signed September 3, 1783 contains recognition of the independence of the states of the United States of America as declared in 1776, and in Article II declares the geographical boundaries of the United States. Complainant's private land is situated within those geographical boundaries, and more specifically within the territory governed under the *Ordinance of 1787: The Northwest Territorial Government*, established prior to the adoption of the Constitution for the United States of America.

The unappropriated lands recognized by the Definitive Treaty of Peace were held in trust by the United States *for the people* of the United States, the majority of which was subsequently sold to the people.

Article II of the "Northwest Ordinance" states, in pertinent part, "No man shall be deprived of his liberty or property, but by the judgment of his peers, or the law of the land, and should the public exigencies make it necessary, for the common preservation, to take any

person's property, or to demand his particular services, full compensation shall be paid for the same. And, in the just preservation of rights and property, it is understood and declared, that no law ought ever to be made or have force in the said territory, that shall, in any manner whatever, interfere with or affect private contracts, or engagements, bona fide, and without fraud previously formed.”

On August 7, 1789, in the First Session of Congress, in 1 Stat. 50 ch. 8, Congress adopted the “Northwest Ordinance” in an Act titled “*An Act to provide for the Government of the Territory North-west of the river Ohio.*” Thus, immediately after the adoption of the Constitution for the United States of America, Congress proclaimed that a man’s property could not be taken for public use without **full compensation**, and, that **no law** could ever be enacted or enforced that would interfere with or affect *private contracts*. **Complainant’s private land was sold and conveyed out of the public domain by the United States of America in just such a private contract, termed a Land Patent, which can never be interfered with, without violating 1 Stat. 50 and Article I, Section 10, Clause 1 of the Constitution for the United States of America which prohibit impairing the Obligation of Contracts.**

On April 24, 1820, the Congress of the United States enacted “*An act making further provision for the sale of public lands*” which set forth the terms and conditions for the sales. Complainant’s private land was part of the public lands sold by the United States of America pursuant to the Act of April 24, 1820. Land Patents for the lands, of which Complaint’s private lands are a subset, were issued by the United States of America on August 10, 1837 and December 10, 1840. *Both Land Patents were issued prior to the incorporation of Wisconsin into the Union in 1848.* Both Land Patents, of which Complainant is “heir” or assignee, are contracts executed, and are protected by the constitutional prohibition against the impairment of the obligation of contracts.

The relevant and operative provisions of both of the Land Patents of which Complainant is heir or assignee are as follows:

*“NOW KNOW YE. That the **United States of America**, in consideration of the Premises, and in conformity with the several acts of Congress, in such case made and provided, HAVE GIVEN AND GRANTED, and by these presents DO GIVE AND GRANT, unto the said [Grantees named William Jones and George Chamberlain, respectively] and to his heirs, the said tract above described: TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances of whatsoever nature, thereunto belonging, unto the said [respective Grantee] and to his heirs and assigns forever.”*

As evidenced by an Abstract of Title, by and through the Land Patent bearing Certificate No. 1435 dated August 10, 1837 issued to William Jones by the United States of America, Complainant is heir and assignee as follows:

The United States of America to William Jones; William Jones and Anna, his wife, to Joseph. H. Dwight; Joseph H. Dwight to John P. Huntington; William H. Huntington as Administrator of the estate of John P. Huntington to Charles Walker; Charles Walker and Nancy B., his wife to Rufus Washburn; Rufus Washburn to William B. Walker; William B. Walker to John Jacob Graf and Margaretta Graf, his wife; John

Jacob Graf et al. heirs of Margaretta Graf, deceased to Chas. G. Meyer, administrator of said Estate; Chas. G. Meyer Administrator of the estate of Margaretta Graf, deceased, to Philipp Greeneisen; Philipp Greeneisen to Michael E. Harrington and Helen I. M. Harrington, his wife; Michael E. Harrington and Helen I. M. Harrington, his wife to Harry W. Bolens; Harry W. Bolens to Ella Hill Bolens; Ella Hill Bolens to Gilbert M. Schucht and Virginia Schucht, his wife; Gilbert M. Schucht and Virginia Schucht, his wife, to Dolores Fischer; Dolores Fischer to Virginia Schucht; Gilbert M. Schucht and Virginia Schucht, his wife, to Chester W. Browne and Edith A. Brown, his wife; Virginia Schucht to Chester W. Browne and Edith A. Brown, his wife; Chester W. Browne and Edith A. Brown, his wife to Alfred S. Magritz and Betty Jane Magritz, his wife; Betty Jane Magritz to Steven Alan Magritz, Complainant.

The relevant pages of the aforesaid Abstract are an exhibit to, and are incorporated by reference in, Complainant's Affidavit in Support of Complaint.

XIII. The Intent of Congress – Public Land Sales

The intent of Congress is the controlling factor in interpreting any legislation, especially in areas regarding the rights of the people in and to property. It must be presumed that Congress intended to fully comply with all restrictions and prohibitions placed upon it by the Constitution of the United States of America.

The Senate of the United States set forth the intent of Congress prior to the enactment of 3 Stat. at L. 566, chap. 51, April 24, 1820, titled "*An act making further provision for the sale of public lands.*"

The senate debate of March 6, 1820 recorded in *The Debates and Proceedings in the Congress of the United States* reports the following:

"Mr. [Senator] King, of New York, observed that, if the change of system were favorable to speculators, he should be found in the negative. But, so far from this being the fact, he considered the change as highly favorable to the poor man; and he argued at some length, that it was calculated to plant in the new country a population of **independent, unembarressed freeholders**; that by offering the lands in eighty-acre lots, it would place in the power of almost every man to purchase a **freehold**, the price of which could be cleared in three years; that it would cut up speculation and monopoly; that the money paid for the lands would be carried from the State or country from which the purchaser should remove; that it would prevent the accumulation of an alarming debt, which experience proved never would and never could be paid." (emphasis added)

As evidenced by the statements of Senator King, it was the intent of Congress to enable the men in America, who recently had thrown off the yoke of tyranny to become free men, to further become independent landowners free from the bondage of debt as well as free from the feudal obligations and tenures which existed in the Old World. Congress recognized that the free

men, the sovereigns on the land, had *the right of property*, in and of themselves, *with no feudal obligations to the state that they had created by and through their own sovereignty*.

FREEHOLD, estates. [Definition] An estate of freehold is an estate in lands or other real property, held by a free tenure, for the life of the tenant or that of some other person; or for some uncertain period. It is called liberum tenementum, frank tenement or freehold; it was formerly described to be such an estate as could only be created by livery of seisin, a ceremony similar to the investiture of the feudal law. But since the introduction of certain modern conveyances, by which an estate of freehold may be created without livery of seisin, this description is not sufficient.

2. There are two qualities essentially requisite to the existence of a freehold estate. 1. Immobility; that is, the subject-matter must either be land, or some interest issuing out of or annexed to land. 2. A sufficient legal indeterminate duration; for if the utmost period of time to which an estate can last, is fixed and determined, it is not an estate of freehold. For example, if lands are conveyed to a man and his heirs, or for his life, or for the life of another, or until he shall be married, or go to Europe, he has an estate of freehold; but if such lands are limited to a man for one hundred or five hundred years, if he shall so long live, he has not an estate of freehold. Cruise on Real Property t. 1, s. 13, 14 and 15 Litt. 59; 1 Inst. 42, a; 5 Mass. R. 419; 4 Kent, Com. 23; 2 Bouv. Inst. 1690, et seq. Freehold estates are of inheritance or not of inheritance. Cruise, t. 1, s. 42. Bouvier's LAW DICTIONARY, 1856.

FREEHOLD. [Definition] An estate in land or other real property, of uncertain duration ; that is, either of inheritance or which may possibly last for the life of the tenant at the least, (as distinguished from a leasehold;) and **held by a free tenure, (as distinguished from copyhold or villeinage.)** Black's Law Dictionary, page 520, WEST PUBLISHING CO. 1891.

XIV. Right of Property is in the People

Sovereignty, and thus the right of property, resides in the people.

There is a natural order of things in the universe. Our Creator created man. Man formed or established the state (often incorrectly "the government") for the protection of himself and his property. Everything in the natural order of things is subservient to the being who created it. There can be *no exceptions*. In these United States, both the state and federal entities were created by the People. The People themselves retained "sovereignty" under the true Sovereign, our Creator, even though they delegated some of their power to their creatures for the purpose of protecting their rights.

The people created constitutional republics via the founding documents called constitutions. "*All that government does and provides legitimately is in pursuit of its duty to provide protection for private rights.*"

(*Wynhammer v. People*, 13 N.Y. 378.)

“Sovereignty itself is, of course not subject to laws for it is the author and source of law; but in our system, while sovereign powers are delegated to the agencies of government, *sovereignty itself remains with the people, by whom and for whom all government exists and acts.* And the law is the definition and limitation of power.”

(*Yick Wo v. Hopkins*, 118 U.S. 356 (1886))

“...at the Revolution, the sovereignty devolved on the people; and they are truly the sovereigns of the country, but they are *sovereigns without subjects* - with none to govern but themselves ...”

(*Chisholm v. Georgia*, 2 Dall 419 (1793)). (emphasis added)

President James Monroe, in his Second Inaugural Address, March 5, 1821 stated: “...a government which is founded by the people, who possess exclusively the sovereignty...” “In this great nation there is but one order, that of the people, whose power, by a peculiarly happy improvement of the representative principle, is transferred from them, without impairing in the slightest degree their sovereignty, to bodies of their own creation, and to persons elected by themselves, in the full extent necessary for all the purposes of free, enlightened and efficient government. The whole system is elective, the complete sovereignty being in the people, and every officer in every department deriving his authority from and being responsible to them for his conduct.”

In Europe, the Executive is almost synonymous with the Sovereign power of a State; ... Such is the condition of power in that quarter of the world, where it is too commonly acquired by force, or fraud, or both, and seldom by compact. In America, however, the case is widely different. Our government is founded upon compact. Sovereignty was, and is, in the people.

The Betsey, 3 U.S. 6, 13 (1794).

[T]hen the people, in their collective and national capacity, established the present Constitution. It is remarkable that in establishing it, the people exercised their own rights, and their own proper sovereignty, and conscious of the plenitude of it, they declared with becoming dignity, ‘We the people of the United States, do ordain and establish this Constitution.’ Here we see the people acting as sovereigns of the whole country; and in the language of sovereignty, establishing a Constitution by which it was their will, that the State Governments should be bound, and to which the State Constitutions should be made to conform. ...

If then it be true, that the sovereignty of the nation is in the people of the nation, and the residuary sovereignty of each State in the people of each State, it may be useful to compare these sovereignties with those in Europe, ...

It will be sufficient to observe briefly, that the sovereignties in Europe, and particularly in England, exist on feudal principles. That system considers the Prince as the sovereign, and the people as his subjects; ...The same feudal ideas run through all their jurisprudence, and constantly remind us of the distinction between the Prince and the subject. No such ideas obtain here; at the Revolution, the sovereignty devolved on the people; and they are truly the sovereigns of the country, but they are sovereigns without subjects (unless the African slaves among us may

be so called) and have none to govern but themselves; the citizens of America are equal as fellow citizens, and as joint tenants in the sovereignty.

From the differences existing between feudal sovereignties and Governments founded on compacts, it necessarily follows that their respective prerogatives must differ. Sovereignty is the right to govern; a nation or State-sovereign is the person or persons in whom that resides. In Europe the sovereignty is generally ascribed to the Prince; here it rests with the people; there, the sovereign actually administers the Government; here, never in a single instance; our Governors are the agents of the people, and at most stand in the same relation to their sovereign, in which regents in Europe stand to their sovereigns. Their Princes have personal powers, dignities, and pre-eminences, our rulers have none but official; nor do they partake in the sovereignty otherwise, or in any other capacity, than as private citizens.

Chisholm v. Georgia, 2 U.S. 419, 470, 471, 472 (1793).

These references clearly show the right to dispose of real estate, by will in *England*, previous to the statute of *Henry* the eighth. And it is worthy of remark, that while this right continued, the tenure by which lands were held in *England* was allodial; the precise tenure by which they are held here.

All tenures of land granted by the people of this state, &c. shall be and remain allodial and not feudal. (1 *R. L.* 71.)

Allodium, as defined by *Blackstone*, is the land possessed by a man in his own right, without owing any rent or service to any superior. (2 *Bl. Com.* 104.)

The absolute rights of each individual are the right of personal security, the right of personal liberty, and the right of private property. (3 *Bl. Com.* 119.)

It is the last, that of private property, which has been invaded by the exception in the statute concerning wills.

The very definition of municipal law limits the power of the legislature to commanding what is right, and prohibiting what is wrong.

If the legislature can restrain us as it respects our charitable donations, they may also compel us to make them; for whatever is a subject of legislation may be commanded as well as prohibited.

And if the legislature can declare a devise to the *Orphan Asylum* invalid, they may, upon the same principle, make us pay tithes of all we possess.

This is a free representative government; and one of the prominent features by which it is distinguished from a despotic one is, the preservation and protection of individual right; for it can make no difference with the citizen what the form of government is that oppresses him, and deprives him of his right; whether it consists of one tyrant or 160, if his suffering and deprivation are the same.

It is difficult to conceive on what principle men elected by the people for public purposes, can limit and restrain individuals in the exercise of their legitimate rights.

If individuals give up any part of their rights by becoming members of society, it is that they may obtain protection for such as remain; and on the same principle that allegiance is demanded by the government, protection is claimed by the citizen; and if not granted, the original compact is broken.

If courts of justice have occasion to advert to first principles, the object should be the protection of individual right; and not to confirm legislative usurpation. And in a government founded on principle, it is the duty of the judiciary department to decide in favor of individual right, when it is required to be done, on fundamental principles, though it should be to declare invalid an act of the legislature. The contest which ended in the separation of these United States from Great Britain, was a contest for individual right, intended to be secured by the constitution of the United States. But of what avail is it, that no law shall be passed impairing the obligation of a contract, or that private property shall not be taken for public use, without a just compensation, if the paramount right to dispose of our property by will is denied us?

McCartee v. Orphan Asylum Soc., 9 Cow. 437, (1827). (emphasis added).

The people of this state, as the successors of its former sovereign, are entitled to all the rights which formerly belonged to the king by his prerogative.

Lansing v. Smith, 4 Wend. 9, 20 (1829).

Gaines v. Buford, Judge Nicholas:

The patentee having held the title free from any such condition at the time of the adoption of the federal constitution, no act of either government, or of both of them combined, could, thereafter, superadd that, or any other new term, to the contract growing out of the patent, without the assent of the patentee. The federal constitution, at its adoption, clothed the contract with an inviolable sanctity that could not be infringed by any legislation of either of the states, or by any compact thereafter entered into between them. For nothing can be better settled by authority than that an executed contract, such as a grant, comes as fully within the constitutional protection, as any executory contract, and that it makes no difference that a state is one of the parties to the contract. **Judge Nicholas**, in *Gaines v. Buford*, 1 Dana 481, 31 Ky. 481 (1833). (emphasis added)

Gaines v. Buford, Judge Underwood:

I think no inference drawn from the fourth condition of the compact, can sustain the act in question, when applied for the purpose of forfeiting lands unconditionally granted to individuals in fee simple. Lands thus granted become the absolute property of the grantee, in virtue of a contract made with the government, of which the patent is the evidence. I know of no principle which will allow the government, any more than an individual, after fairly selling and conveying land, to take back the land and resume the title, at its own pleasure against the assent of the grantee. Neither am I acquainted with any principle which will allow the government to annex new conditions, unknown at the time of the original contract; and for a violation of them seize the land, divest the citizen of his title, and retain the consideration which the citizen paid or rendered, without remunerating him therefor. Those constitutional provisions, which were intended to secure the inviolability of contracts, apply as well to contracts made between the government of a State and its citizens, as to contracts between individuals. In the nature of things there is as much reason for providing that a State shall not impair the obligation of its own contracts, as to provide that it should not impair the obligation of contracts between individuals.

Indeed, there is greater necessity for putting a State under restrictions in regard to her own contracts, than in relation to the contracts of individuals; for as it respects the contracts of individuals, a State may be considered as impartial; but concerning its own contracts, it may be affected by a principle of selfishness. It is enough, however, that the constitution of the United States and of this State makes no distinction between contracts to which the State is a party, and those to which she is not. If, therefore, the grant or patent to Harvie, should be considered in the light of a contract, by which Virginia transferred her title to him, Virginia, and consequently Kentucky, claiming under Virginia, can no more resume the title, without the assent of Harvie, or those claiming under him, than Harvie could take it from Barrett and Duvall, to whom he conveyed, or from those claiming under him, without their assent.

The patent of Harvie, made the subject of forfeiture in this case, was founded on land office treasury warrants, and these were granted in consideration of money paid into the public treasury. The patent upon its face is unconditional, and purports to grant or convey the land in consideration of land warrants. I think the act in question violates that clause in the constitution of the United States which prohibits every State in the union from passing laws impairing the obligation of contracts, and likewise that clause in our State constitution which declares that no law impairing contracts shall be made. That the steps taken by Harvie to obtain the patent, and the issuing thereof to him, amounted to a contract between him and the State, can admit of no doubt. The point is settled alike by reason and authority. Fletcher v. Peck, 6 Cranch, 87; 2 Cond. Rep. 308; New Jersey v. Wilson, 7 Cranch, 164; 2 Cond. Rep. 457; Town of Pawlet v. Clarke &c. 9 Cranch, 292; 3 Cond. Rep. 422; Dartmouth College v. Woodward, 4 Wheaton, 518. These decisions of the supreme court fully establish the position, that the modes adopted by the State governments, whether ordinary letters patent, or acts of assembly, for granting titles to the unappropriated public domain, are contracts within the meaning of the constitution of the United States. The contract in the present case, as intended by the parties, was this, that Harvie and his heirs or assigns should enjoy the land granted, forever, in consideration of so much paid to the State for land warrants. **The mode and manner of enjoyment was not prescribed; they were therefore left to the volition of the grantee. His dominion was not limited at the time of his purchase. The use to which he should apply the property, to administer to his happiness, was not then designated. In these matters he was left, by the contract, free. He had as a free man, all those rights and privileges which constitute the birthright of an American citizen.**

I do not admit that there is any sovereign power, in the literal meaning of the terms, to be found any where in our systems of government. *The people possess*, as it regards their governments, *a revolutionary sovereign power*; but so long as the governments remain which they have instituted, *to establish justice and "to secure the enjoyment of the right of life, liberty and property, and of pursuing happiness;"* sovereign power, or, which I take to be the same thing, power without limitation, is no where to be found in any branch or department of the government, either state or national; nor indeed in all of them put together. The constitution of the United States expressly forbids the passage of a bill of attainder, or *ex post facto law*, or the granting of any title of nobility, by the general or state governments. The same instrument likewise limits the powers of the general government to those expressly granted, and places many other restrictions upon the power of the state governments. The constitutions of the different states likewise contain many prohibitions and limitations of power. The tenth article of

our state constitution, consisting of twenty eight sections, is made up of restrictions and prohibitions upon legislative and judicial power, and concludes with the emphatic declaration, "that every thing in this article is excepted out of the general powers of government, and shall forever remain inviolate; and that all laws contrary thereto, or contrary to this constitution, shall be void." These numerous limitations and restrictions prove, that the idea of sovereignty in government, was not tolerated by the wise founders of our systems. **"Sovereign state" are cabalistic words, not understood by the disciple of liberty**, who has been instructed in our constitutional schools. **It is an appropriate phrase when applied to an absolute despotism.** I firmly believe, that the idea of sovereign power in the government of a republic, is incompatible with the existence and permanent foundation of civil liberty, and the rights of property. The history of man, in all ages, has shown the necessity of the strongest checks upon power, whether it be exercised by one man, a few or many. Our revolution broke up the foundations of sovereignty in government; and our written constitutions have carefully guarded against the baneful influence of such an idea henceforth and forever. **Judge Underwood**, in *Gaines v. Buford*, 1 Dana 481, 31 Ky. 481 (1833). (emphasis added)

The sovereignty of a state does not reside in the persons who fill the different departments of its government; but in the people from whom the government emanated, and who may change it at their discretion. Sovereignty, then, in this country, abides with the constituency and not with the agent. And this remark is true, both in reference to the federal and state governments. *Spooner v. McConnell*, 22 F.Cas. 939, 943 (1838).

The individual may stand upon his constitutional rights as a citizen. He is entitled to carry on his private business in his own way. His power to contract is unlimited. He owes no duty to the state or to his neighbors to divulge his business, or to open his doors to an investigation, so far as it may tend to criminate him. He owes no such duty to the state, since he receives nothing therefrom, beyond the protection of his life and property. His rights are such as existed by the law of the land long antecedent to the organization of the state, and can only be taken from him by due process of law, and in accordance with the Constitution. Among his rights are a refusal to incriminate himself, and the immunity of himself and his property from arrest or seizure except under a warrant of the law. He owes nothing to the public so long as he does not trespass upon their rights. *Hale v. Henkel*, 201 U.S. 43, 74 (1906).

**XV. Prohibition Against Impairing the Obligation of Contracts, and,
The Inviolability of Land Patents Issued by
The United States of America**

Complainant's private land and private property does not belong to the body politic of the State of Wisconsin. A Land Patent is an express contract, and when granted by the United States of America prior to statehood, is enforceable against the subsequent State. Any subsequent restriction imposed by the State on the use or possession of said private property constitutes an absolutely prohibited impairing of the Obligation of Contracts.

A contract is a compact between two or more parties, and is either executory or executed. An executory contract is one in which a party binds himself to do, or not to do, a particular thing; such was the law under which the conveyance was made by the governor. A contract executed is one in which the object of contract is performed; and this, says Blackstone, differs in nothing from a grant. The contract between Georgia and the purchasers was executed by the grant. A contract executed, as well as one which is executory, contains obligations binding on the parties. A grant, in its own nature, amounts to an extinguishment of the right of the grantor, and implies a contract not to reassert that right. A party is, therefore, always estopped by his own grant.

Since, then, in fact, **a grant is a contract executed, the obligation of which still continues**, and since the constitution uses the general term contract, without distinguishing between those which are executory and those which are executed, it must be construed to comprehend the latter as well as the former. A law annulling conveyances between individuals, and declaring that the grantors should stand seised of their former estates, notwithstanding those grants, would be as repugnant to the constitution as a law discharging the vendors of property from the obligation of executing their contracts by conveyances. **It would be strange if a contract to convey was secured by the constitution, while an absolute conveyance remained unprotected.**

Whatever respect might have been felt for the state sovereignties, it is not to be disguised that the framers of the constitution viewed, with some apprehension, **the violent acts** which might grow out of the feelings of the moment; and that the people of the United States, in adopting that instrument, have manifested a determination *to shield themselves and their property from the effects of those sudden and strong passions to which men are exposed. The restrictions on the legislative power of the states are obviously founded in this sentiment; and the constitution of the United States contains what may be deemed a bill of rights for the people of each state.*

No state shall pass any bill of attainder, *ex post facto* law, or law impairing the obligation of contracts. *Fletcher v. Peck*, 10 U.S. 87 (1810). (emphasis added).

Titles to land cannot be acquired or transferred in any other mode than that prescribed by the laws of the territory where it is situate. Every government has, and from the nature of sovereignty must have, the exclusive right of regulating the descent, distribution, and grants of the domain within its own boundaries; and this right must remain, until it yields it up by compact or conquest. When once a title to lands is asserted under the laws of a territory, the validity of that title can be judged of by no other rule than those laws furnish, in which it had its origin; for no title can be acquired contrary to those laws: and a title good by those laws cannot be disregarded but by a departure from the first principles of justice.

Nothing, in short, can be more clear, upon principles of law and reason, than that a law which denies to the owner of land a remedy to recover the possession of it, when withheld by any person, however innocently he may have obtained it; or to recover the profits received from it by the occupant; or which clogs his recovery of such possession and profits, by conditions and restrictions tending to diminish the value and amount of the thing recovered, impairs his right to, and interest in, the property.

The objection to a law, on the ground of its impairing the obligation of a contract, can never depend upon the extent of the change which the law effects in it. Any deviation from its terms, by postponing, or accelerating, the period of performance which it prescribes, imposing conditions not expressed in the contract, or dispensing with the performance of those which are, however minute, or apparently immaterial, in their effect upon the contract of the parties, impairs its obligation.

Having thus endeavoured to clear the question of these preliminary objections, we have only to add, by way of conclusion, that the duty, not less than the power of this Court, as well as of every other Court in the Union, to declare a law unconstitutional, which impairs the obligation of contracts, whoever may be the parties to them, is too clearly enjoined by the constitution itself, and too firmly established by the decisions of this and other Courts, to be now shaken; and that those decisions entirely cover the present case.

The principles laid down in [*Fletcher v. Peck*] are, that the constitution of the United States embraces all contracts, executed or executory, whether between individuals, or between a State and individuals; and that a State has no more power to impair an obligation into which she herself has entered, than she can the contracts of individuals.

Green v. Biddle, 21 U.S. 1 (1823). (emphasis added).

In Virginia, the patent is the completion of title, and establishes the performance of every pre-requisite. No inquiry into the regularity of these preliminary measures which ought to precede it, is made in a trial at law. No case has shown that it may be impeached at law, unless it be for fraud; not legal and technical, but actual and positive, fraud in fact, committed by the person who obtained it; and even this is questioned.

This court said, **'It is not doubted that a patent appropriates the land. Any defects in the preliminary steps which are required by law, are cured by the patent. It is a title from its date, and has always been held conclusive against all whose rights did not commence previous to its emanation.'** *Stringer v. Young's Lessee*, 28 U.S. 320 (1830). (emphasis added).

It is settled law in this country that lands underlying navigable waters within a state belong to the state in its sovereign capacity and may be used and disposed of as it may elect, subject to the paramount power of Congress to control such waters for the purposes of navigation in commerce among the states and with foreign nations, and subject to the qualification that where the United States, after acquiring the territory and before the creation of the state, has granted rights in such lands by way of performing international obligations, or effecting the use or improvement of the lands for the purposes of commerce among the states and with foreign nations, or carrying out other public purposes appropriate to the objects for which the territory was held, such rights are not cut off by the subsequent creation of the state, but remain unimpaired, and the rights which otherwise would pass to the state in virtue of its admission into the Union are restricted or qualified accordingly.

Barney v. Keokuk, 94 U. S. 324, 338, 24 L. Ed. 224; *Shively v. Bowlby*, 152 U. S. 1, 47, 48, 57, 58, 14 S. Ct. 548, 38 L. Ed. 331; *Scott v. Lattig*, 227 U. S. 229, 242, 33 S. Ct. 242, 57 L. Ed. 490, 44 L. R. A. (N. S.) 107; *Port of Seattle v. Oregon & Washington R. Co.*, 255 U. S. 56, 63, 41 S. Ct. 237, 65 L. Ed. 500; *Brewer-Elliott Oil & Gas Co. v. United States*, 260 U. S. 77, 83-85, 43 S. Ct. 60, 67, L. Ed. 140.

U.S. v. Holt State Bank, 270 U.S. 49, 54, 55 (1926.)

Still, we are of opinion the patent would have been the better legal title ... and having obtained the patent, Robertson had the best title, (to wit, the fee,) known to a Court of law.

Congress has the sole power to declare the dignity and effect of titles emanating from the United States; and the whole legislation of the federal government, in reference to the public lands, declares the patent the superior and conclusive evidence of legal title; until its issuance, **the fee is in the government, which, by the patent, passes to the grantee**; and he is entitled to recover the possession in ejectment.

All who claim under a patent are entitled to the same rights as the patentee.

Bagnell v. Broderick, 38 U.S. 436 (1839). (emphasis added).

A legislative act, declaring that certain lands which should be purchased for the Indians, should not, thereafter, be subject to any tax, constituted a contract, which could not be rescinded by a subsequent legislative act. Such repealing act being void under that clause of the constitution of the United States which prohibits a state from passing any law impairing the obligation of contracts.

It is not doubted but that the state of New Jersey might have insisted on a surrender of this privilege as the sole condition on which a sale of the property should be allowed. But this condition has not been insisted on. The land has been sold, with the assent of the state, with all its privileges and immunities. The purchaser succeeds, with the assent of the state, to all the rights of the Indians. He stands, with respect to this land, in their place and claims the benefit of their contract. **This contract is certainly impaired by a law which would annul this essential part of it.**

He stands, with respect to this land, in their place and claims the benefit of their contract. This contract is certainly impaired by a law which would annul this essential part of it. *State v. Wilson*, 11 U.S. 164 (1812). (emphasis added).

The decision of the Register and Receiver of a land office, in the absence of fraud, would be conclusive as to the facts that the applicant for the land was then in possession, and of his cultivating the land during the preceding year, because these questions are directly submitted to those officers.

Appropriation of land by the government is nothing more or less than setting it apart for some particular use.

Whensoever a tract of land shall have once been legally appropriated to any purpose, from that moment the land thus appropriated becomes severed from the mass of public lands: and **no subsequent law, or proclamation, or sale, would be construed to embrace it, or to operate upon it**: although no other reservation were made of it.

Nothing passes a perfect title to public lands, with the exception of a few cases, *but a patent*. The exceptions are, where Congress grants lands, in words of present grant. The general rule applies as well to pre-emptions as to other purchases of public lands.

A state has a perfect right to legislate as she may please in regard to the remedies to be prosecuted in her Courts; and to regulate the disposition of the property of her citizens, by descent, devise, or alienation. But Congress are invested, by the Constitution, with the power of disposing of the public land, *and making needful rules and regulations respecting it*.

Where a patent has not been issued for a part of the public lands, a state has no power to declare any title, less than a patent, valid against a claim of the United States to the land; or against a title held under a patent granted by the United States.

Whenever the question in any Court, state or federal, is, whether the title to property which had belonged to the United States has passed, that question must be resolved by the laws of the United States. But whenever the property has passed, according to those laws, then the property, like all other in the state, is subject to state legislation; so far as that legislation is consistent with the admission that the title passed and vested according to the laws of the United States. *Wilcox v. Jackson ex dem. McConnel*, 38 U.S. 498 (1839).

The subjects over which the sovereign power of a state extends, are objects of taxation; but those over which it does not extend, are exempt from taxation. *McCulloch v. The State of Maryland*, 4 Wheat., 316. The power of legislation, and consequently of taxation, operates on all the persons and property **belonging to the body politic**. Citing *Providence Bank v. Billings & Pitman*, 4 Pet., 563.

The exemption extends to the lands in controversy, unless the inchoate title acquired by the applicant for the purchase of them subjects them to taxation.

The patents issued by the United States for the public lands contain the words ‘give and grant.’ **These words imply a warranty.** See *Cai*. (N. Y.), 188; *7 Johns*. (N. Y.), 258; *8 Cow*. (N. Y.), 36; *1 Co.*, 384 a; *4 Kent Com.* (ed. of 1844,) 474, and cases there cited. **If the complainant can be compelled to pay these taxes, he has a right to be reimbursed by the United States.**

Carroll v. Safford, 44 U.S. 441, (1845). (emphasis added).

The power of legislation, and consequently of taxation, operates on all the persons and property **belonging to the body politic**. This is an original principle, which has its foundation in society itself.

The interest, wisdom, and justice of the representative body, and its relations with its constituents, furnish the only security, where there is no express contract, against unjust and excessive taxation; as well as against unwise legislation generally. This principle was laid down in the case of *M'Cullough vs. The State of Maryland*, and in *Osborn et al. vs. The Bank of the United States*. Both those cases, we think, proceeded on the admission that an incorporated bank, **unless its charter shall express the exemption**, is no more exempted from taxation, than an unincorporated company would be, carrying on the same business. [A Land Patent is an express contract, and when granted before statehood, is enforceable against the State].

Providence Bank v. Billings, 29 U.S. 514 (1830). (emphasis added).

It is not material to inquire whether the title of the Shawnees would be correctly described by the technical term ‘fee simple.’ The true test is, what was the intention of the parties, as derivable from the treaty and the provisions of the patent, all taken together, considered with reference to circumstances existing at the time they were made and issued. [Lands held in severalty by individual Indians under patents issued under the treaties of 1854, 10 Stat. 1053, 1082, 1093, with the Shawnee, Miami, and Wea tribes are not taxable by the state.]

In re Kansas Indians, 72 U.S. 737 (1866). (emphasis added).

The courts of the United States will construe the grants of the general government without reference to the rules of construction adopted by the states for their grants; but whatever incidents or rights attach to the ownership of property conveyed by the government will be determined by the states, **subject to the condition that their rules do not impair the efficacy of the grants, or the use and enjoyment of the property, by the grantee.**

Packer v. Bird, 137 U.S. 661 (1891). (emphasis added).

WHEELER v. United States:

The Brewer-Elliott Oil & Gas Company Case and *Shively v. Bowlby*, 152 U.S. 1, 14 S.Ct. 548, 38 L.Ed. 331, are cited with approval in *United States v. Holt State Bank*, 270 U.S. 49, 46 S.Ct. 197, 70 L.Ed. 465, for the holding that:

‘It is settled law in this country that lands underlying navigable waters within a state belong to the state in its sovereign capacity and may be used and disposed of as it may elect, subject to the paramount power of Congress to control such waters for the purposes of navigation in commerce among the states and with foreign nations, and subject to the qualification that **where the United States, after acquiring the territory and before the creation of the state, has granted rights in such lands** by way of performing international obligations, or effecting the use or improvement of the lands for the purposes of commerce among the states and with foreign nations, or **carrying out other public purposes appropriate to the objects for which the territory was held, such rights are not cut off by the subsequent creation of the state, but remain unimpaired, and the rights which otherwise would pass to the state in virtue of its admission into the Union are restricted or qualified accordingly.**’ *Klais v. Danowski*, 129 N.W.2d 414 (1964). (emphasis added).

The question here is what title, if any, the Osages took in the river bed in 1872 when this grant was made, and that was thirty-five years before Oklahoma was taken into the Union and before there were any local tribunals to decide any such questions. As to such a grant, the judgment of the state court does not bind us, for the validity and effect of an act done by the United States is necessarily a federal question. The title of the Indians grows out of a federal grant when the Federal government had complete sovereignty over the territory in question. Oklahoma when she came into the Union took sovereignty over the public lands in the condition of ownership as they were then, and if the bed of a nonnavigable stream had then become the property of the Osages, **there was nothing in the admission of Oklahoma** into a constitutional equality of power with other states which required or **permitted a divesting of the title.** It is not for a state by courts or legislature, in dealing with the general subject of beds of streams to adopt a retroactive rule for determining navigability which would destroy a title already accrued under federal law and grant or would enlarge what actually passed to the state, at the time of her admission, under the constitutional rule of equality here invoked.

It is true that where the United States has not in any way provided otherwise, the ordinary incidents attaching to a title traced to a patent of the United States under the public land laws may be determined according to local rules; but this is **subject to the qualification that the local rules do not impair the efficacy of the grant or the use and enjoyment of the property by the grantee.** *Brewer-Elliott Oil & Gas Co. v. U.S.*, 260 U.S. 77 (1922). (emphasis added).

First, in 1891, the court concluded that title to an unsurveyed 80- acre island in a navigable river remained in the United States even after the government transferred title to the adjacent riparian tracts. *Packer v. Bird*, 137 U.S. 661, 673, 11 S.Ct. 210, 213, 34 L.Ed. 819 (1891). The court found that state law applies to "whatever incidents or rights attach to the ownership of property conveyed by the government ... **subject to the condition that their rules do not impair the efficacy of the grants, or the use and enjoyment of the property, by the grantee.**"

WHEELER v. United States, 770 F.Supp. 1205 (1991). (emphasis added).

It is very clear, that in the form in which this case comes before us (being a writ of error to a state court), the plaintiffs, in claiming under either of these rights, **must place themselves on the ground of contract**, and cannot support themselves upon the principle, that the law divests vested rights. It is well settled, by the decisions of this court, that a state law may be retrospective in its character, and may divest vested rights, and yet not violate the constitution of the United States, **unless it also impairs the obligation of a contract.** In *Satterlee v. Matthewson*, 2 Pet. 413, this court, in speaking of the state law then before them, and interpreting the article in the constitution of the United States which forbids the states to pass laws impairing the obligation of contracts, uses the following language: 'It (the state law) is said to be retrospective; be it so. But retrospective laws which do not impair the obligation of contracts, or partake of the character of *ex post facto* laws, are not condemned or forbidden by any part of that instrument' (the constitution of the United States).

Proprietors of Charles River Bridge v. Proprietors of Warren Bridge, 36 U.S. 420 (1837). (emphasis added).

The patent is the instrument which, under the laws of Congress, passes the title of the United States. It is the government conveyance. ... But, in the action of ejectment in the Federal courts, the legal title must prevail, and the patent, when regular on its face, is conclusive evidence of that title. ... Congress has the sole power to declare the dignity and effect of titles emanating from the United States; and the whole legislation of the Federal government in reference to the public lands declares the patent the superior and conclusive evidence of legal title. **Until its issuance the fee is in the government, which, by the patent, passes to the grantee, and he is entitled to recover the possession in ejectment.**

Gibson v. Chouteau, 80 U.S. 92 (1871). (emphasis added).

The execution and record of the patent are the final acts of the officers of the government for the transfer of its title, and as they can be lawfully performed only after certain steps have been taken, that instrument, duly signed, countersigned and sealed, not merely operates to pass the title, but is in the nature of an official declaration by that branch of government to which the

alienation of the public lands, under the law, is intrusted, that all the requirements preliminary to its issue have been complied with. The presumptions thus attending it are not open to rebuttal in an action at law. **It is this unassailable character which gives to it its chief, indeed its only, value, as a means of quieting its possessor in the enjoyment of the lands it embraces.** If intruders upon them could compel him, in every suit for possession, to establish the validity of the action of the Land Department and the correctness of its ruling upon matters submitted to it, the patent, instead of being a means of peace and security, would subject his rights to constant and ruinous litigation. He would recover one portion of his land if the jury were satisfied that the evidence produced justified the action of that department, and lose another portion, the title whereunto rests upon the same facts, because another jury came to a different conclusion. So his rights in different suits upon the same patent would be determined, not by its efficacy as a conveyance of the government, but according to the fluctuating prejudices of different jurymen, or their varying capacities to weigh evidence. Moore v. Wilkinson, 13 Cal. 478; Beard v. Federy, 3 Wall. 478, 492.

St. Louis Smelting & Refining Co. v. Kemp, 104 U.S. 636 (1881). (emphasis added).

It is among the elementary principles of the law that in actions of ejectment **the legal title must prevail. The patent of the United States passes that title. Whoever holds it must recover** against those who have only unrealized hopes to obtain it, or claims which it is the exclusive province of a court of equity to enforce. However great these may be they constitute no defense in an action at law based upon the patent. That instrument must first be got out of the way, or its enforcement enjoined, before others having mere equitable rights can gain or hold possession of the lands it covers. This is so well established, so completely imbedded in the law of ejectment, that no one ought to be misled by any argument to the contrary.

It is this unassailable character (of the patent) which gives to it its chief, indeed, its only value, as a means of quieting its possessor in the enjoyment of the lands it embraces.

Steel v. St. Louis Smelting & Refining Co., 106 U.S. 447 (1882). (emphasis added).

The case before us is much stronger than the ordinary case of an attempt to set aside a patent, or even the judgment of a court, because it demands of us that we shall disregard or annul the deliberate action of the Congress of the United States. The constitution declares (article 4, § 3) that ‘the Congress shall have power to dispose of **and make all needful rules and regulations respecting the territory or other property belonging to the United States.**’ At the time that Congress passed upon the grant to Beaubien and Miranda, whatever interest there was in the land claimed which was not legally or equitably their property, was the property of the United States; and Congress having the power to dispose of that property, and having, as we understand it, confirmed this grant, and thereby made such disposition of it, it is not easily to be perceived how the courts of the United States can set aside this action of Congress. Certainly the power of the courts can go no further than to make a construction **of what Congress intended** to do by the act, which we have already considered, **confirming this grant** and others.

U.S. v. Maxwell Land-Grant Co., 121 U.S. 325 (1887). (emphasis added).

An act of the state of Maine, which so changes the law of disseisin as to bar a legal title which was good and valid at the time of the passage of the act, is inoperative as against such title, since it takes away a vested right.

The Supreme Court of Maine held, that so far as this act attempted to change the law of disseisin in respect to titles existing when it was passed, the act was inoperative and void, because in conflict with the constitution of that State. ... The result of the decision is, that the constitution of the State has secured to every citizen the right of 'acquiring, possessing, and enjoying property;' and that, by the true intent and meaning of this section, property cannot, by a mere act of the legislature, be taken from one man and vested in another directly; nor can it, by the retrospective operation of law, be indirectly transferred from one to another, or be subjected to the government of principles in a court of justice, which must necessarily produce that effect.

According to this decision, the act now in question is inoperative, as respects this action. *Webster v. Cooper*, 55 U.S. 488 (1852). (emphasis added).

The cases were then brought here, and this court held that **the exemption was a vested property right** which Congress could not repeal consistently with the Fifth Amendment, **that it was binding on the taxing authorities in Oklahoma**, and that the state courts had erred in refusing to enjoin them from taxing the lands. *Choate v. Trapp*, 224 U. S. 665, 32 Sup. Ct. 565, 56 L. Ed. 941; *Gleason v. Wood*, 224 U. S. 679, 32 Sup. Ct. 571, 56 L. Ed. 947; *English v. Richardson*, 224 U. S. 680, 32 Sup. Ct. 571, 56 L. Ed. 949.

As these claimants had not disposed of their allotments and twenty-one years had not elapsed since the date of the patents, it is certain that the lands were nontaxable. This was settled in *Choate v. Trapp*, supra, and the other cases decided with it; and it also was settled in those cases that the exemption was a vested property right arising out of a law of Congress and protected by the Constitution of the United States. This being so, the state and all its agencies and political subdivisions were bound to give effect to the exemption. It operated as a direct restraint on Love county, no matter what was said in local statutes. The county did not respect it, but, on the contrary, assessed the lands allotted to these claimants, placed them on the county tax roll, and there charged them with taxes like other property. ...

The right to the exemption was a federal right, ...

To say that the county could collect these unlawful taxes by coercive means and not incur any obligation to pay them back is nothing short of saying that it could take or appropriate the property of these Indian allottees arbitrarily and without due process of law. Of course this would be in contravention of the Fourteenth Amendment, which binds the county as an agency of the state.

Ward v. Board of County Com'rs of Love County, Okl., 253 U.S. 17 (1920). (emphasis added).

Claiming title from a royal patent of 1666, plaintiffs, in an attempt to construct a multi-family apartment house by filling in this approximately 11-acre pond, have brought a declaratory judgment action to declare the zoning classification permitting one-family dwellings as unconstitutional as it applies to plaintiffs' property. The City moves for summary judgment

claiming that plaintiffs do not own the fee to the bed of the pond, either by tracing their title to the royal grant or by adverse possession.

In 1666, King Charles II, through Richard Nicholls, the first English governor of New York, confirmed Pell's treaty of 1654 with the Siwanoy by issuing to Pell a royal patent. At Pell's death in 1669, the land obtained by royal patent was bequeathed to his nephew, John, who received a confirmatory grant by patent from Governor Dongan in 1687.

Motion for summary judgment by the City and by the intervenor State on its counterclaim is denied. Summary judgment is granted to plaintiffs declaring them to have good and valid title. *Romart Properties, Inc. v. City of New Rochelle*, 324 N.Y.S.2d 277 (1971). (emphasis added).

We agree with the determination by the learned Justice at Special Term that the subject property was included within the 1666 Nicholls Patent and the 1687 Dongan Patent to the Pells and that **plaintiffs' chain of title back to those patents gives them good title** to the subject property. And if we were to assume the contrary, we would nevertheless find that they have good title thereto based upon almost 250 years of adverse possession by their predecessors in title.

Romart Properties, Inc. v. City of New Rochelle, 40 A.D.2d 987, (1972). (emphasis added).

The Northwest Ordinance is a part of the basic organic law of The United States of America enacted by a national legislative body before the existence of The Constitution of the United States. The Northwest Ordinance was re-enacted by the First Congress of the United States and is therefore a part of the federal statutory law which this Court has jurisdiction to interpret. See 1 Stat. 50, ch. 8 (1789). In re-enacting Article III of the Northwest Ordinance the First Congress clearly exercised its power under Article I, Section 8(3) of the Constitution of the United States.

The word "Indians" in Article III of the Northwest Ordinance does not refer merely to Indian Tribes. The term "Indians" there must be given its plain meaning and construed liberally. The immunity conferred by Article III is not limited to Indian Tribes but may, in appropriate cases, apply to individual Indians as well. There is no strict need to show tribal relations. The word must be given a racial meaning.

The tax exempt status of the plaintiff is a vested right which cannot be taken by the State of Indiana or its political subdivisions without just compensation. *Choate v. Trapp*, 224 U.S. 665, 32 S.Ct. 565, 56 L.Ed. 941 (1912). See also, *Carpenter v. Shaw*, 280 U.S. 363, 50 S.Ct. 121, 74 L.Ed. 478 (1930), and *Ward v. Board of County Commissioners*, 253 U.S. 17, 40 S.Ct. 419, 64 L.Ed. 751 (1920).

Swimming Turtle v. Board of County Com'rs of Miami County, 441 F.Supp. 374 (1977).

The issue does not turn on the interim conveyances after the Crown patents, but solely on the patents themselves.

Kraft v. Burr, 476 S.E.2d 715 (1996).

The constitution does not prohibit a State from impairing the obligations of a contract unless compensation be made; **but the inhibition is absolute**. So that **all acts coming within the prohibition are unconstitutional**.

Bank of Toledo v. City of Toledo, 1 Ohio St. 622, 687 (1853).

EXHIBIT J

Government Lot 9, 700.00 ft to the place of beginning; also the following described real estate, situated in the County of Ozaukee and State of Wisconsin, to-wit: The N 1320 ft of the E 33 ft of the W One-half of the SW 1/4 of Section 34, T12N of R21E, in the Town of Fredonia, Ozaukee County, Wisconsin, all S of the Town Road; all of said real estate above described being subject to the reservation that the personnel of the Kallas Honey Farm, 6278 N. Sunny Point Rd., Glendale, Wisconsin, have the right to enter said premises, at any time, without harassment of any kind, for the purpose of servicing, maintaining and removing their bee colonies now located on said premises, said right to expire on or about October 1, 1961, at the close of the honey gathering season.

PARCEL 3: The E 33.00 ft of the W 1287.00 ft of the N 1485.00 ft of the SW 1/4 of Section 34 and the E 33.00 ft of the W 1320.00 ft of the S 165.00 ft of the N 1485.00 ft of the SW 1/4 of Section 34, T12N, R21E, in the Town of Fredonia, Ozaukee County, Wisconsin, containing 1.25 acres of land, more or less. All south of the Town Road.

All three parcels are located at W3797 Shady Lane, Town of Fredonia, County of Ozaukee, Wisconsin.

which is contained within the two (2) Tracts of Real Estate, (hereinafter referred to as "TRACTS"), each patented under a separate Certificate of the REGISTER OF THE LAND OFFICE, (hereinafter referred to as the "PATENTS"), the first Certificate originally deposited at Green Bay, Wisconsin Territory, duly received by the General Land Office, at the City of Washington (Washington, D.C.), and sealed thereupon by the President of the United States on the tenth day of August, A.D. 1837, the Patent having been numbered 1435, and the second Certificate, originally deposited at Milwaukee, Wisconsin Territory, duly received by the General Land Office, at the City of Washington (Washington, D.C.), and sealed thereupon by the President of the United States on the tenth day of December, A.D. 1840, the Patent having been numbered 672, and each of which a certified copy is attached hereto, do:

HEREBY DECLARE AND CLAIM: That they are the lawful assignees of the two Patents, and entitled to possession of all rights in and to the Patents, and of the grants of land made therein by the President to the original grantees TO HAVE AND TO HOLD the same, together with all the

rights, privileges, immunities, and appurtenances of whatsoever nature, thereunto belonging, and to their heirs and assigns forever, by virtue of the Quit Claim Deed granted to Declarant/Claimants, by the previous holder in fee simple of the above described Real Estate and recorded on the 18th day of September, 1990, in Ozaukee County, State of Wisconsin, Liber 683, Page 214, such Declaration and Claim being made only upon that portion of the Tracts particularly described above and not, for the purposed herein, upon any other portion of the Tracts not particularly described herein and not to affect the rights, privileges, immunities, and appurtenances of whatsoever nature, of any other holder in fee simple of any other portion of the Tracts.

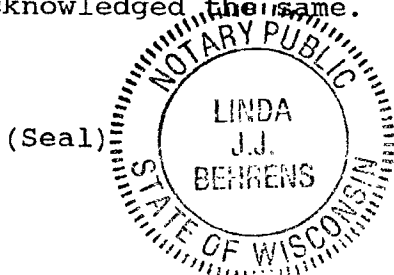
[Redacted Signature]

October 18, A.D. 1994

SUBSCRIBED AND AFFIRMED TO before me, a Notary for the State of Wisconsin, County of Ozaukee, Dated this 18th day of October A.D. 1994 the above named Steven A. Magritz and Chieko Magritz

to me known to be the person(s) who executed the foregoing instrument, and acknowledged ~~the same~~.

Linda J.J. Behrens Notary Public



My Commission expires May 10, 1998

Address of property: W3797 Shady Lane, Fredonia Township, Ozaukee County, Wisconsin

1994 OCT 20 PM 2:15

This instrument was prepared by Steven A. Magritz and Chieko Magritz.

Mail to: Steven A. Magritz and Chieko Magritz
W3797 Shady Lane
Saukville, Wisconsin \$22

Ronald H. Vaigt
REGISTER OF DEEDS
OZAUKEE COUNTY, WI