

Harrison Ross Byck, Esq.  
229 Plaza Blvd, Suite 112  
Morrisville, PA 19067

## **NOTICE OF JUDGMENT AND DEFAULT AND ESTOPPEL**

Regarding Account Number 120001523328, the following statements are true:

On July 07, 2010, a Sight Draft was sent to Harrison Ross Byck, Esq. to pay off the above referenced account in the amount stated by Harrison Ross Byck, Esq. Harrison Ross Byck, Esq. received it on July 10, 2010 at 11:53am. Harrison Ross Byck, Esq. had 10 days to present it but has failed to do so.

U.C.C. \*3-603 Tender of Payment.

(a) If tender of payment of an obligation to pay an instrument is made to a person entitled to enforce the instrument, the effect of tender is governed by principles of law applicable to tender of payment under a simple contract.

Further, the United States Supreme Court has ruled:

"His tender, as we have already seen, was equivalent to payment, so far as concerns the legality of all subsequent steps by the collector to enforce payment by distraint of his property." *Poindexter v. Greenhow*, 114 U.S. 270 quoted in *AYERS.SCOTT.MCCABGE*. 8 S. Ct. 164, 123 U.S. 443 (U.S. 12/05/1887)

Further:

"Silence can only be equated with fraud when there is a legal or moral duty to speak, or when an inquiry left unanswered would be intentionally misleading... We cannot condone this shocking conduct... If that is the case, we hope our message is clear. This sort of deception will not be tolerated and if this is routine it should be corrected immediately" *U.S. v. Tweel*, 550 F2d 297, 299-300.

Based on the foregoing evidence Harrison Ross Byck, Esq. is hereby deemed to be in default.

## **DECISION**

Decision in favor of CARDHOLDER is hereby granted and it is hereby ordered that:

Pursuant to U.C.C. \*3-603 (a) Harrison Ross Byck, Esq.'s failure to present tendered Sight Draft is in breach of contract;  
It is ordered that the agreement involving the above mentioned account has been lawfully surrendered and is void;

It is hereby ordered that Harrison Ross Byck, Esq. shall report the instant account to all credit bureaus as "paid as agreed" and show the balance owed as zero (0);

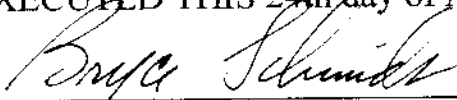
It is hereby ordered that Harrison Ross Byck, Esq. will discontinue all collection efforts and harassment of CARDHOLDER regarding the instant account;

Harrison Ross Byck, Esq. has refused or is unable to provide proof of debt. This refusal or inability is prima facie evidence that original alleged creditor used undersigned's property to fund the instant account. Harrison Ross Byck, Esq. has failed or refuses to return undersigned's property as required. Therefore, it is ordered that Harrison Ross Byck pay the undersigned in the amount shown on the attached invoice for the unauthorized use of undersigned's property.

Failure to comply with this decision will result in the undersigned taking any and all action necessary under natural law to protect their rights, life, and property.

I, Bryce Schmidt, knowing the penalty of bearing false witness, hereby affirm, under penalty of perjury, the foregoing to be true and correct to the best of my knowledge and belief and do affix my signature in testimony of the foregoing default judgment.

EXECUTED THIS 24th day of August, 2010

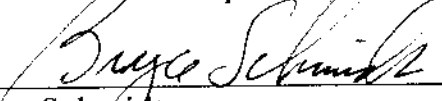
  
\_\_\_\_\_  
Bryce Schmidt  
3801 West 13th St N -- 603  
Wichita, Kansas 67203

This document has been recorded at PeoplesRecorder.com for the world to see.

Record #: bryce\_schmidt2

Date: August 24, 2010

This document Prepared and Mailed by:

  
\_\_\_\_\_  
Bryce Schmidt  
3801 West 13th St N -- 603  
Wichita, Kansas 67203

# INVOICE

Harrison Ross Byck, Esq.  
229 Plaza Blvd., Suite 112  
Morrisville, PA 19067

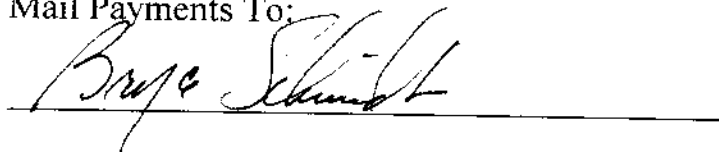
## ACCOUNT SUMMARY

Date of Invoice: August 24, 2010

Account Number: \*\*\*\*\*3328

Total Amount Due: \$16,563.30

Mail Payments To:



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Bryce Schmidt  
3801 West 13th St N -- Apt 603  
Wichita, Kansas 67203