

Charles Hall Jr.  
McCarthy Law Firm  
7922 Picardy Avenue  
Baton Rouge, LA 70809-3535

#### NOTICE OF JUDGMENT AND DEFAULT

Regarding Account Number TFC1-USB02-173411-8 the following statements are true.

On January 31, 2007 a Sight Draft was sent to The McCarthy Law Firm to pay off the above referenced account in the amount stated by The McCarthy Law Firm. The McCarthy Law Firm received it on or before February 4<sup>th</sup>, 2007. The McCarthy Law Firm 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. MCCABE.*, 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 The McCarthy Law Firm 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) The McCarthy Law Firm'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 The McCarthy Law Firm shall report the instant account to all credit bureaus as "paid as agreed" and show the balanced owed as zero (0);

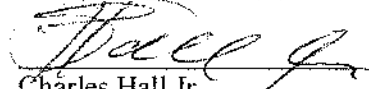
It is hereby ordered that The McCarthy Law Firm will discontinue all collection efforts and harassment of CARDHOLDER regarding the instant account;

The McCarthy Law Firm 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 (application) to fund the instant account. The McCarthy Law Firm has failed or refuses to return undersigned's property as required.

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

I, Charles Hall Jr., 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 \_\_14<sup>th</sup> day of February, 2007

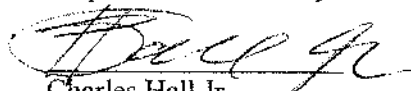
  
Charles Hall Jr.  
7218 Beaufort Way  
Shreveport, La 71129

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

Record # : charles\_halljr4

Date : February 14<sup>th</sup>, 2007

Prepared and Mailed by:

  
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