

Thomas A. McCall Jr  
Wagner & Hunt, P. A.  
Post Office Box 934788  
Margate, Florida 33093-4788

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

Regarding Account Number 3713-455171-61006, the following statements are true.

On May 12, 2008 a Sight Draft was sent to Wagner & Hunt, P. A. to pay off the above referenced account in the amount stated by Wagner & Hunt, P. A.. Wagner & Hunt, P. A. received it on May 13, 2008 at 3:08 pm. Wagner & Hunt, P. A. 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 Wagner & Hunt, P. A. 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 Wagner & Hunt, P. A. 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 Wagner & Hunt, P. A. 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 Wagner & Hunt, P. A. will discontinue all collection efforts and harassment of CARDHOLDER regarding the instant account;

Wagner & Hunt, P. A. 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. Wagner & Hunt, P. A. 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 their rights, life, and property.

I, Thomas A. McCall 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 21 day of June, 2008


  
Thomas A. McCall Jr  
9388 NW 54<sup>th</sup> Street  
Sunrise, Florida 33351

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

Record # : thomas\_mccall

Date : June 21, 2008

Prepared and Mailed by:

  
Thomas A. McCall Jr  
9388 NW 54<sup>th</sup> Street  
Sunrise, Florida 33351