

Certified Mail Receipt Number: 7004 2890 0000 1614 9162

To: Mr. Timothy J. Wells, Esq.
P.O. Box 286
Putney, VT 05349

NOTICE AND JUDGEMENT OF DEFAULT

Jointly, individually and personally

Regarding Account Number 5424180746600805, the following statements are true.

On September 18, 2006 a Check was sent to Wells Law Office to pay off the above referenced account in the amount stated by Wells Law Office. Wells Law Office received it on September 21, 2006. Wells Law Office has had in excess of 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 the law applicable to tender of payment under a simple contract.

(b) If tender of payment of an obligation to pay an instrument is made to a person entitled to enforce the instrument and the tender is refused, there is discharge, to the extent of the amount of the tender, of the obligation of an indorser or accommodation party having a right of recourse with respect to the obligation to which the tender relates.

(c) If tender of payment of an amount due on an instrument is made to a person entitled to enforce the instrument, the obligation of the obligor to pay interest after the due date on the amount tendered is discharged. If presentment is required with respect to an instrument and the obligor is able and ready to pay on the due date at every place of payment stated in the instrument, the obligor is deemed to have made tender of payment on the due date to the person entitled to enforce the instrument.

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 if 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., 8S 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 Wells Law Office is hereby deemed to be in default.

DECISION

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

Is ordered that the agreement involving the above mentioned account has been lawfully surrendered and is void;

Pursuant to U.C.C. §3-603 (a) Wells Law Office's failure to present tendered check is a breach of contract;

It is hereby ordered that Wells Law Office shall report the instant account all credit bureaus as "paid as agreed" and show balance owed as zero (0);

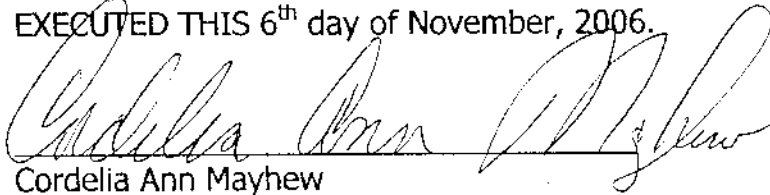
It is hereby ordered that Wells Law Office or their designated collection agencies will discontinue all collection efforts and harassment of CARDHOLDER regarding the instant account;

Wells Law Office has refused or is unable to provide proof of debt. This refusal or inability is prima facie evidence that Wells Law Office used the undersign's property to fund the instant account. Wells Law Office has failed or refuses to return the undersign's property as required. Therefore, it is ordered that Wells Law Office pay undersign the amount shown on the attached statement for the unauthorized use of undersign's property.

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

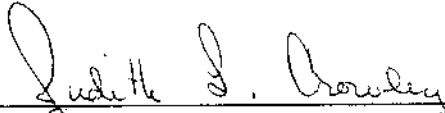
I, **Cordelia Ann Mayhew**, knowing the penalty of bearing false witness, hereby affirm the foregoing to be true and correct to the best on my knowledge and belief and do affix my signature in testimony of the foregoing default judgment.

EXECUTED THIS 6th day of November, 2006.



Cordelia Ann Mayhew
190 Buttrick Rd.
Hampstead, NH 03841

Signatory, Cordelia Ann Mayhew, personally appeared before me and is known to me and did affix her signature to this document. In witness thereof I set my hand and seal



Notary Public in and for the State of New Hampshire
My commission expires: Aug. 9, 2011

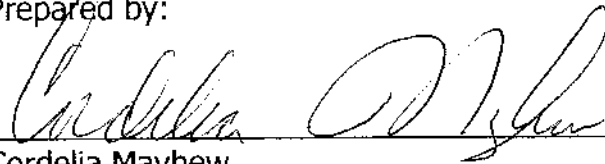


This document has been recorded at PeoplesRecorder.com for the world to see.

Record #: cordelia mayhew2

Date: 11/06/2006

Prepared by:



Cordelia Mayhew
190 Buttrick Rd.
Hampstead, NH 03841