

February 29, 2024.

CONDITIONAL ACCEPTANCE

From: Daniel-Wade-Senior: Family of Jones, beneficiary, Trustor and Secured Party to the Social Security Cestui Que Trust ©DANIEL WADE JONES SR™.

Without prejudice.

c/o 100 Main Street

Independence, Missouri near 12314

To: The Trustee and their principals (notice to agent is notice to principal, notice to principal is notice to agent.)

1. James: Family of Smith
d/b/a CHIEF FINANCIAL OFFICER of Deutsche Bank National Trust Company
1761 East St. Andrew Place
Santa Ana, California 92705
Registered Mail No.: _____
Return Receipt No.: _____

With Completion of Service and designation of Witnesses To:

1. Merrick-E.: Family of Garland, d/b/a UNITED STATES ATTORNEY GENERAL
U.S. Department of Justice
950 Pennsylvania Avenue, NW
Washington, District of Columbia 20530-0001
Certified Mail No: _____
Return Receipt No.: _____
2. Letitia-Ann: Family of James, d/b/a/ ATTORNEY GENERAL OF Missouri
1 Empire State Plaza, The Capitol
Albany, Missouri 12224
Certified Mail No: _____
Return Receipt No.: _____
3. Michael-Evan: Horowitz, d/b/a UNITED STATES INSPECTOR GENERAL
Office of the Inspector General
401 West Peachtree Street NW, Suite 2742
Atlanta, Georgia 30308
Certified Mail No: _____
Return Receipt No.: _____
4. Metoki: Masahiko, d/b/a DIRECTOR GENERAL OF THE UNIVERSAL POSTAL UNION
Universal Postal Union International Bureau
Weltpoststrasse 4
3015 Berne, Switzerland
Certified Mail No: _____
Return Receipt No.: _____

ALL COPIES MAILED WILL BE ORIGINAL WET INK AUTOGRAPHS BY MY HAND.

NOTARIZED INDIVIDUALLY. THERE IS NO JUSTICIABLE CONTROVERSY HERE.

REGARDING:

1. Case Number: 123456-2015 filed in Jackson County, Missouri
2. Property located at: 4735 East Maple Street, Independence, Missouri 64050
3. Statement regarding Loan Number: 8010-123456 with an “Accelerated Amount” of \$1,105,597.03

Be It Known: The “Conditional Acceptance: to Your Offer establishes a Common Law-contract between us under Postal Rule, which states:

*“The **postal rule**, also known as the **Mailbox Rule** or “deposited acceptance rule,” is a term of common law-contracts which determines the timing of acceptance of an offer when mail is contemplated as the medium of acceptance. The general principle is that a contract is formed when acceptance is actually communicated to the offeror. The Mailbox Rule is an exception to the general principle. The Mailbox Rule provides that the contract is formed when a properly prepaid and properly addressed letter of acceptance is posted. Once rationale given for the rule is that the offeror nominates the post office as implied agent and thus receipt of the acceptance by the post office is regarded as that of the offeree. The main effect of the Mailbox Rule is that the risk of acceptance being delivered late or lost in the post I place upon the offeror. If the offeror is reluctant to accept this risk, he can always require actual receipt before being legally bound.”*

Section A – Definitions:

Consideration – Black's Law 4th Edition:

Consideration is not to be confounded with motive. Consideration means something which is of value in the eye of the law, moving from the plaintiff, either of benefit to the plaintiff or of detriment to the defendant. Patteson, J., in Langd. Sel. Cas. Contr. 168; s.c. 2 Q.B. 851; Miller v. Bank of Holly Springs, 131 Miss. 55, 95 So. 129, 1030, 31 A.L.R. 698.

Nothing is consideration that is not regarded as such by both parties. Schlecht v. Schlecht, 168 Minn. 168, 209 N.W. 883, 887.

And “price” and “consideration,” though sometimes the same, are not always identical. Oregon Home Builders v. Crowley, 87 Or. 517, 170 P. 718, 721.

The “inducement” for a contract is that which influences the act, while “consideration” means the parting with something by the one from who it moves. E.F. Spears & Sons v. Winkle, 186 Ky. 585, 217 S.W. 691, 692.

Any benefit conferred, or agreed to be conferred, upon the promisor, by any other person, to which the promisor is not lawfully entitled, or any prejudice suffered, or agreed to be suffered, by such person, other than such as he is at the time of consent lawfully bound to suffer, as an inducement to the promisor. Hence doing only of what one is already under obligation to do is no “consideration” for a contract. Hogan v. Supreme Camp of the American Woodman, 146 Fla. 143, 1 So. 2D 256, 258.

Any act of the plaintiff (or the promisee) from which the defendant (the promisor) or a stranger derives a benefit or advantage, or any labor, detriment, or inconvenience sustained by the plaintiff, however small, if such act is performed or inconvenience suffered by the plaintiff by the consent, express or implied, of the defendant. 3 Scott, 250.

A benefit to the promisor, or a loss or detriment to the promisee. Harris v. Johnson, 75 Wash. 291, 134 P. 1048, 1050; Fowler v. Smith, 24 Ohio App. 324, 156 N.E. 913, 914.

Or benefit to a third party. Wellshire Land Co. v. City and County of Denver, 103 Colo. 416, 87 P.2d 1.

But nothing is “consideration” that is not regarded as such by both parties. Michael v. Holland, 111 Ind. App. 34, 40 N.E. 2D 362, 365.

Some right, interest gain, advantage, benefit or profit to one party, usually the promisor, or some forbearance, detriment, prejudice, inconvenience, disadvantage, loss or responsibility, act or service given, suffered or undertaken by the promisee. Exum v. Lynch, 125 S.E. 15, 17, 188 N.C. 392; Furman University v. Waller, 117 S.E. 356, 358, 124

S.C. 68, 363 A.L.R. 615; Robinson v. Oliver, 156 N.Y.S. 896, 898. 171 App. Div. 349; L.R. 10 Ex. 162; Train v. Gold, 5 Pick. (Mass.) 380; Bankers Trust Co. v. Economy Coal Co., 224 Iowa 36, 276 N.W. 16, 20.

Failure of Consideration – Black's Law 4th Edition:

As applied to notes, contracts, conveyances, etc., this term does not mean a want of consideration, but implies that a consideration, originally existing and good, has since become worthless or has ceased to exist or been extinguished, partially or entirely. Shirk v. Neible, 156 Ind. 66, 59 N.E. 281. 83 Am. St. Rep. 150; Williamson v. Cline, 40 W.Va. 194, 20 S.E. 920.

It means that sufficient consideration was contemplated by the parties at the time the contract was entered into, but either on account of some innate defect in the thing to be given or non-performance in whole or in part of that which the promisee agreed to do or forbear, nothing of value can be or is received by the promisee. Holcomb v. Long Beach Inv. Co., 129 Cal. App. 285, 19 P. 2d 31, 36.

“Failure of consideration” is in fact simply a want of consideration. Farrell v. Third Nat. Bank, 20 Tenn. App. 540, 101 S.W. 2D 158, 163.

“Want of consideration” embraces transactions or instances where no consideration was intended to pass while “failure of consideration” implies that a valuable consideration moving from obligee to obligor was contemplated. In re Conrad's Estate, 333 Pa. 561, 3A. 2D 697, 699; Rauschenbach v. McDaniel's Estate, 122 W.Va. 632, 111 S.E. 2D 852, 854.

There is “want of consideration” when nothing of value has ever been received, and “failure of consideration” where something of value was originally received which has since lost its value. Columbia Restaurant v. Sadnovick, La. App., 157 So. 280, 282.

Tender – Black's Law 4th Edition:

The offer of performance, not the performance itself, and, when unjustifiably refused, places the other party in default and permits party making tender to exercise remedies for breach of contract. Walker v. Houston, 215 Cal. 742, 12 P. 2d 952, 953, 87 A.L.R. 937.

Fraud – Black's Law 4th Edition:

A generic term, embracing all multifarious means which human ingenuity can devise, and which are resorted to by one individual to get advantage over another by false suggestions or by suppression of truth, and includes all surprise, trick, cunning, dissembling, and any unfair way by which another is cheated. Johnson v. McDonald, 170 Okl. 117, 39 P. 2d 150.

“Bad faith” and “fraud” are synonymous, and also synonyms of dishonesty, infidelity, faithlessness, perfidy, unfairness, etc. Joiner v. Joiner, Tex. Civ. App., 87 S.W. 2D 903, 914, 915.

And includes anything calculated to deceive, whether it be a single act of a combination of circumstances, whether the suppression of truth or the suggestion of what is false, whether it be by direct falsehood or by innuendo, by speech or by silence, by word of mouth, or by look or gesture. People v. Gilmore, 345 Ill. 28, 177 N.E. 710, 717.

Fraud, as applied to contracts, is the cause of an error bearing on a material part of the contract, created or continued by artifice, with design to obtain some unjust advantage to the one party, or to cause an inconvenience, or loss to the other. Civil Code La. Art. 1847. Strauss French Piano & Organ Co. v. Gibbon, Tex. Civ. App., 180 S.W. 1185, 1187.

Fraud is either actual or constructive. Actual fraud consists in deceit, artifice, trick, design, some direct and active operation of the mind; it includes cases of the intentional and successful employment of any cunning, deception or artifice used to circumvent or cheat another; it is something said, done or omitted by a person with the design of perpetrating what he knows to be a cheat or deception. Constructive fraud consists in any act of commission or omission contrary to legal or equitable duty, trust or confidence justly reposed, which is contrary to good conscience and operates to the injury of another. Or, as otherwise defined, it is an act, statement or omission which operates as a virtual fraud on an individual, or which, if generally permitted, would be prejudicial to the public welfare, and yet may have been unconnected with any selfish or evil design. Or, according to Story, constructive frauds are such acts or contracts as, though not originating in any actual evil design or contrivance to perpetrate a positive fraud or injury upon other persons, are yet, by the tendency to deceive or mislead other persons, or to violate private or public confidence, or to impair or injure the public interests, deemed equally reprehensible with actual fraud. 1 Story, Eq. Jur.

§ 258. Code Ga. 1882, § 3173 (Civ. Code 1910, § 4622; People v. Kelly, 35 Barb., N.Y., 457; Jackson v. Jackson, 47 Ga. 99; Massachusetts Ben. L. Ass'n v. Robinson, 104 Ga. 256, 30 S.E. 918, 42 L.R. A. 261; Allen v. United States Fidelity & Guaranty Co., 269 Ill 234, 109 N.E. 1035, 1038.

Justiciable Controversy – Black's Law 5th Edition:

A controversy in which a claim of right is asserted against one who has an interest in contesting it. A question as may properly come before a tribunal for a decision. Duart Mfg. Co. v. Philad Co., D.C. Del., 30 F. Supp. 777, 779, 780.

Money – Black's Law 4th Edition:

In usual and ordinary acceptation it means gold, silver or paper money used as circulating medium of exchange. And does not embrace notes, bonds, evidences of debt or other personal or real estate. Lane v. Railey, 280 Ky. 319, 133 S.W. 2D 74, 79. 81.

Instrument – Black's Law 4th Edition:

A written document; a formal or legal document in writing, such as a contract, deed, will, bond or lease. State v. Phillips, 157 Ind. 481, 62 N.E. 12; Cardenas v. Miller, 108 Cal. 250, 39 P. 783, 49 Am. St. Rep. 84.

Negotiable Instrument – Black's Law 4th Edition:

Under the Uniform Negotiable Instruments Act, an instrument, to be negotiable, must be in writing and signed; must contain an unconditional promise or order to pay a certain sum of money on demand, or at a fixed and determinable future time; it must be payable to order or to bearer, and where it is addressed to the drawee, he must be named or otherwise indicated with reasonable certainty; its negotiability is not affected by the fact that it is not dated, or that it bears a seal, or that it does not specify the value given or that any value was given.

Bond – Black's Law 4th Edition:

A certificate or evidence of a debt. State v. Merchants Nat. Bank of Mobile, 230 Ala. 661, 162 So. 270' First State Bank of Kansas City v. Bone, 122 Kan. 493, 252 P. 250, 254.

Section B – Laws and Statutes:

UCC 3-603 states: "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 a 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.

Section C- Facts and Events:

1. I, daniel-wade-sr.; jones am not a US Citizen and has taken the time to change my status to State Citizen/U.S. National as well as eliminate any and all voluntary employment status of the federal government as a "Withholding Agent" or ANY other capacity. I am a non-taxpayers. As such, there is no way to pull me into a statutory jurisdiction for a tribunal court as I am ONLY able to be judged by a jury of my peers and will never waive my right to a jury. Neither will I accept a lawyer as they are Officers of the Court. If you would like to take this matter any further, you can contact the Missouri Assembly for Common Law court and assemble a Grand Jury. I will not be seen or tried any further in a tribunal court of maritime law. As per the Constitution, I have a the right to a Grand Jury for any amount over \$20.
2. There is a trademark for my all caps Cestui Que Trust names "DANIEL WADE JONES SR" and you are expressly forbidden from placing that on any documentation mailed to me. I will ONLY respond to communication expressly communicated to "daniel-wade-senior: jones, beneficiary" in all lower case with the hyphen, comma and colon – any communication without that EXPRESS title for my name will be returned to sender as incorrect address or name. "2. DANIEL WADE JONES SR" or any other variation of my name will not be responded to. The use of my trust name without permission is slander of credit, a federal securities violation and may be met with a lien if done.
3. No consideration was put forth by both parties, only daniel. Deutsche Bank National Trust Company and is involved in a "failure of consideration" on the account listed above and mentioned herein.
4. Deutsche Bank National Trust Company is involved in fraud as per the above definitions by knowing that all

debt is prepaid as per HJR 192. Charging a my trust while at the same time accepting secondary payments on the account by sending “bills” to “customers” to collect Federal Reserve Notes from them directly is fraud. There is also fraud in the way the money is created where the promissory note is a negotiable instrument traded or “sold” for Federal Reserve Notes and given back to the “customer” as if the money is coming from the bank and also given at interest, which violates *contract law* as well as *trust law* as the “customer” is the beneficiary in the transaction, then a reverse trust scam is used to flip the customer to a trustee without them knowing it.

5. I am aware of the fact this account has been “double-dipped” for every transaction using a 1099A form to access my Cestui Que Vie Trust. There may even be triple or more dipping happening as I am also aware since you have attached an insurance policy to the contract, declaring “default” also provides you with yet another avenue to reap Federal Reserve Notes for a third time.
6. I am going to ASSIST you in this “triple-dipping” scheme by enclosing a new 1099A form with one (1) part of the sheet filled out for Deutsche Bank National Trust Company for the above mentioned account. This is a negotiable instrument and will be monetized on the back to make it officially a negotiable instrument.
7. I don't mind the triple-dipping as long as the account is paid in full and this is marked PAID IN FULL.
8. Federal Reserve Notes are NOT money, as per the definition above. Federal Reserve Notes are negotiable debt instruments (bonds.) You cannot reject this negotiable instrument just because you “prefer” another negotiable instrument as per UCC 3-306 and the definition of “tender” above. If the 1099A form enclosed is not accepted then this account is instantly discharged and you should send the 1099A form back to me to be destroyed. As per the definition of negotiable instrument above, one individual 1099A slip will be signed (monetized) on the back. If you keep the 1099A form, I will assume you are cashing it, if you send the 1099A form back to me, then the debt will be discharged without payment as my negotiable instrument has been unjustifiably rejected.

Section D – Conditions for Acceptance

1. Please accept the enclosed 1099A sheet (1 total submission – 2 are void) and mark this account as PAID IN FULL. If the person reading this is unfamiliar with how to cash the negotiable instruments I have sent, you should find someone who knows how to do this. You will need the 1099OID, 1040V, 1096 and 8888 forms (8888 is for direct deposit rather than check and allows you to get your money much faster.)

**IF THE 1099A IS ACCEPTED THAT IS ALL THE
CONDITIONAL ACCEPTANCE REQUIRES.**

IF IT IS NOT ACCEPTED

THIS WILL BE THE FOLLOWING CONDITIONS OF ACCEPTANCE:

1. Please provide evidence of consideration, beyond any reasonable doubt, that you have provided as we both are aware, it is illegal for banks to lend money and therefore, no money was ever “loaned.”
2. Provide evidence showing, beyond a shadow of a doubt, that there is no “want of consideration” as regards to this account.
3. Provide evidence and proof as to how exactly this money was created as well as what fund or pool the funds came from that show it was a legal and correct source of funds.
4. Provide the 1099 that was filed with the IRS *which is required* whenever a transaction of this nature is initiated and executed.

** Please have all the above points sent back as a *notarized Affidavit of Truth* by an individual human, swearing under oath to the truth and accuracy of each point stated above.

**AGAIN, IF THE 1099A FORM IS ACCEPTED AND THE ACCOUNT IS MARKED
PAID IN FULL, THEN POINTS 1-4 ARE IRRELEVANT AND CAN BE IGNORED
IN ORDER TO COMPLETE THIS CONTRACT.**

Section E – Limitations of Time

From the point of signature of receipt of this Conditional Acceptance, as per the postal code listed above, I will give you 30 days. If no response is given, please send a receipt showing the account PAID IN FULL for the entire amount. AGAIN, I AM PERMITTING DOUBLE AND TRIPLE-DIPPING.

If additional time is needed, please do not hesitate to request additional time via email to daniel-wade-senior: jones at dwsj@gmail.com. My approval will need to be IN WRITING to be considered an official extension of time (either via email or via letter.)

AVOUCHMENT

I, daniel-wade-senior: Family of Jones, do hereby avow that based upon my firsthand knowledge and information relayed to me from research, this “Conditional Acceptance,” is true, accurate and correct to the best of my knowledge, information and belief and conveys the conditions set forth as intended by myself.

daniel-wade-senior: jones, beneficiary

missouri-state :
:av.
county of _____ :

Subscribed and sworn to before me this _____ Month: _____ Day: 2024: Current Era.
My commission expires: _____

Notary Public Written Signature

SEAL

CERTIFICATE OF SUBSCRIBING WITNESS

state of _____)
) ss.:
county of _____)

On the _____ day of _____ in the year 2024 before me, the undersigned, a Notary Public in and for said State, personally appeared _____, the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he/she/they reside(s) in _____ (if the place of residence is in a city, include the street and street number, if any, thereof); that he/she/they know(s) _____ to be the individual described in and who executed the foregoing instrument; that said subscribing witness was present and saw said _____ execute the same; and that said witness at the same time subscribed his/her/their name(s) as a witness there to.

Subscribed and sworn to before me this _____ Month: _____ Day: 2024: Current Era.

My commission expires: _____

Notary Public Written Signature

seal