Undersigned:

First-Middle: Last c/o 1234 Your Address Street

City / Town, Your State [12345]

Non-domestic, without the U.S.

THIS IS A PRIVATE COMMUNICATION BETWEEN THE PARTIES

NOTICE TO AGENT IS NOTICE TO PRINCIPAL ••• NOTICE TO PRINCIPAL IS NOTICE TO AGENT

APPLICABLE TO ALL SUCCESSORS AND ASSIGNS

N O T I C E

**CONSTRUCTIVE NOTICE**

**OF CONDITIONAL ACCEPTANCE**

**And REQUEST TO ABATE PUBLIC PROCEEDINGS INCLUDING BUT NOT LIMITED TO appearance scheduled for Court Date, 2024 at 9:00 A.M.,**

**Case # xxxxxxxxx, COURT NAME GOES HERE**

Date: Notice Date, 2024

Respondent: Prosecutor’s Name, Prosecuting Attorney

for the STATE OF YOUR STATE

1234 PROSECUTOR’S ADDRESS ST.

CITY / TOWN, ST 12345

**Certified Mail # xxxx xxxx xxxx xxxx xxxx**

Re: Summons to appear dated **Court Date, 2024** **and DEMAND TO ABATE PUBLIC PROCEEDINGS and Notice of Counterclaim**

COMES NOW, First-Middle: Last, Secured Party and Creditor and Executive Trustee for the public trust known as FIRST MIDDLE LAST, hereinafter “Defendant”. The Defendant received correspondence regarding a summons to appear dated Upcoming / Last Court Date, 2024**,** a copy attached hereto and incorporated herein by reference as “Exhibit A”, hereinafter “Offer” from Clerk Name Here, Clerk of Court, hereinafter “Respondent”.

The Undersigned Attorney in Fact conditionally accepts the Respondent’s Offer upon proof of claim that:

|  |
| --- |
| 1. THAT this matter was not setoff, settled, and closed on Date Court Received Your Notice when the Undersigned presented bonds for the acceptance of all charges. |

At this time, the Undersigned is demanding abatement of all public proceedings and processes, including but not limited to the scheduled appearance date of Upcoming or Recent Court Date, 2024 at 9:00 A.M., pending the outcome of the Counterclaim that is attached hereto and contained herein as “Exhibit B”. Please advise the Undersigned of Respondent’s acceptance of the Undersigned’s demand for abatement of Respondent’s process due to the matter being settled. The Undersigned conditionally accepts further consideration of the matter upon proof of claim that such continuation of the public proceedings does not constitute barratry on the court and an attempt to stultify the creditor.

If the Respondent fails to respond, it is agreed that the matter is abated pursuant to the terms and conditions of this Notice. Respondent hereby has ten **(10)** days from receipt of this **CONSTRUCTIVE NOTICE OF CONDITIONAL ACCEPTANCE**, hereinafter “Notice”, and the enclosed **AFFIDAVIT OF SPECIFIC NEGATIVE AVERMENT**, hereinafter “Affidavit”, to respond on a point-by-point basis via sworn affidavit under Respondent’s full commercial liability, signing under penalty of perjury that the facts contained therein are true, correct, complete, and not misleading. Mere declarations shall be deemed insufficient and defective on its face. If an extension of time is needed by the Respondent to properly answer, please request said time extension in writing to the Undersigned. All responses must be mailed to the Undersigned through the third party witness at the address designated below.

Sincerely,

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

First-Middle: Last, Attorney in Fact

for FIRST MIDDLE LAST, Estate and Trust

**Please direct response to :**

Notary or Witness Name Here, Notary Public (or Witness)

1234 Notary / Witness Address Street

City / Town, State [12345]

**AFFIDAVIT OF**

**SPECIFIC NEGATIVE AVERMENT**

**BEFORE ME**, the undersigned Notary, on this day of Month, 2024, personally appeared First-Middle: Last, known to me to be a credible individual and of lawful age, who being by me first duly sworn on his/her oath, deposes and says:

1. THAT Affiant is competent to state the matters set forth herein;

2. THAT Affiant has knowledge of the facts stated herein;

3. THAT all the facts herein stated are true, correct, complete, and admissible as evidence. If called upon as a witness, Affiant will testify to their veracity;

4. THAT tender for setoff, settlement, and closure of an obligation tendered and refused is a debt discharged, making further public prosecution moot

[U.C.C. § 3-603: “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.”]; and

7. THAT the Undersigned cannot accept or incur liability for non-appearance if the matter has been setoff, settled, and closed.

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FURTHER AFFIANT SAYETH NOT.

**Commercial Affidavit Oath and Verification**

Example County )

) affirmed and subscribed:

Your State )

I, First-Middle: Last, Affiant, under my unlimited liability and Commercial Oath, proceeding in good faith, being of sound mind, having first-hand knowledge, affirm, state, and declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

First-Middle: Last, Secured Party and Creditor ALL RIGHTS RESERVED

**JURAT**

Example County )

) ss:

Your State )

On this \_\_\_\_\_\_\_ day of Month, 2024, before me, the undersigned Notary Public, personally appeared First-Middle: Last and provided satisfactory evidence that he/she is that individual. In my presence, he/she executed the foregoing instrument for the purposes stated therein and acknowledged that said execution was by his/her free will act and deed.

Witness my hand and official seal.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(seal) Notary Public