

1 <First Last>

2 Written Communication Address:

3 PO Box \_\_\_\_\_

4 \_\_\_\_\_, <State> state

5 [PTZ \_\_\_\_\_]

6 **SPECIAL POWER OF ATTORNEY**

7 Land of <State> )

8 \_\_\_\_\_ county )

9 Not the COUNTY )

10 North America )

The following text is Affirmed and Subscribed  
to in this De jure Venue; to wit:

11 **In the nature of** the California Constitution Article I Sections 9 and 15,  
12 SHORT FORM OF GENERAL POWER OF ATTORNEY;

13 FORMAL REQUIREMENTS.

14 Article I. Sec. 9 & 15, "Assistance of Counsel" of the California  
15 Constitution Art. I § 1, through 20, 24, 26, 27, 28, 29, 30, Art. II Sec. 1,  
16 Art. III Sec. 1, 3, 3.5, Art. IV Sec. 1, 1.5, and the 6th, 9th, and 10th  
17 Articles in Amendment of the Constitution for the United States of America:  
18 **First Congress. Sess. I. Ch. 20. 1789 Sec. 35 .,** And be it further enacted,  
19 "That in all the courts of the Untied States, the parties may plead and  
20 manage their own causes personally or by the **assistance of such counsel** or  
21 attorneys at law ..."

22 **NOTICE OF FOREIGN LAW BY TREATY:** Grantor hereby invokes US Const Art 6,  
23 Section 2 by and through the Definitive Treaty of Peace of 1783 wherein the  
24 British Crown and the Vatican (Holy Roman Empire) recognized in Article I  
25 that the people of America are "free, sovereign and independent."

SHORT FORM POWER OF ATTORNEY

**IMPORTANT NOTICE:** The powers granted by this document are broad and  
sweeping. They are defined in the United States Constitution in accord with  
Art. 1 § 10, No state shall . . . impair the obligation of contract." This  
power of attorney may be revoked by the grantor if the grantor wishes to do  
so. This power of attorney authorizes, but does not require, the  
attorney-in-fact to act for the grantor.

**PRINCIPAL/Grantor:**

<First Last>, as Grantor

PO Box \_\_\_\_\_

\_\_\_\_\_, <State> state

[PTZ \_\_\_\_\_]

**ATTORNEY-IN-FACT/Grantee**

<First Last Attorney>

c/o: \_\_\_\_\_

<City 1>, <State1> state

[PTZ \_\_\_\_\_]

1 **NOTICE:** If more than one attorney-in-fact is designated, make a check or " X"  
2 on the line in front of one of the following statements:

3 I, **<First Last>**, the above-named Principal hereby appoint the above  
4 named Attorney-in-Fact to act as **<First Last>** attorney-in-fact:

5 **FIRST:** To act for **<First Last>** in any way that I could act with respect to  
6 the following matters.

7 (To grant to the attorney-in-fact any of the following powers, make a  
8 check or "X" on the line in front of each power being granted. You may,  
9 but need not, cross out each power not granted. Failure to make a check or  
10 "X" on the line in front of the power will have the effect of deleting the  
11 power unless the line in front of the power of ( N) is checked or X-ed.)

12 Check or "X"

13  (A) **real property transactions;**

14 I choose to limit this power to real property in the several states of  
15 the United States in any and all counties wherein real property is  
16 found owned by Judgment Debtor(s), described as follows and as  
17 described in attachments/ specific assignments: (Use legal description.  
18 Do not use street address.) (NOTE: A person may not grant powers  
19 relating to real property transactions in California to his or her  
20 spouse.)

21  (B) **tangible personal and private property transactions;**

22  (C) **bond, share, and commodity transactions;**

23  (D) **banking transactions;**

24  (E) **Private business operating transactions;**

25  (F) **insurance transactions;**

(G) **beneficiary transactions;**

(H) **gift transactions;**

(I) **fiduciary transactions;**

(J) **claims and litigation;**

(K) **family maintenance;**

(L) **benefits from military service;**

(M) **records, reports, and statements;**

(N) **all of the powers listed in (A) through (M) above and all  
other matters.**

**This power of attorney shall continue to be effective if I become  
incapacitated or incompetent.**

**This power of attorney shall not be effective if I become  
incapacitated or incompetent.**

1  X  This power of attorney authorizes the attorney-in-fact to  
2 transfer my property to the attorney-in-fact.

3 \_\_\_\_\_ This power of attorney does not authorize the attorney-in-fact to  
4 transfer my property to the attorney-in-fact.

5 \_\_\_\_\_ My attorney-in-fact need not render an accounting unless I  
6 request it or the accounting is otherwise required by California  
7 Statutes.

8  X  My attorney-in-fact must render accountings to me at the above  
9 listed written communication address and a final accounting to  
10 the representative of Principal, if any is appointed, after each  
11 transaction completed within 90 days.

12 In Witness Whereof I have hereunto signed my name this \_\_\_\_\_ day of  
13 \_\_\_\_\_, year of 200\_\_.

14 \_\_\_\_\_  
15 <First Last>

16 Acknowledgment of Principal

17 \ Land of <State> )  
18 \_\_\_\_\_ county ) Signed, Sworn and Sealed.  
19 Not the COUNTY ) The following text is Affirmed and Subscribed to  
20 North America ) in this De jure Venue; to wit:

21 \ The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of  
22 \_\_\_\_\_, A.D. 200\_\_, by Principal, <First Last>.

23 \_\_\_\_\_  
24 (Signature of Notary Public or other Official)

25 \ This instrument was drafted by: Specimen Signature of  
26 Private Attorney in Fact/ Attorney-in-Fact  
27 Assistance of Counsel (Notarization not required)  
28 Non-Bar/Non-Union

29 (i.e. without a union card)  
30 <First Last Attorney>, Private Attorney

31 c/o: \_\_\_\_\_  
32 <City 1>, <State 1> state  
33 [PTZ \_\_\_\_\_]

1 In the short form power of attorney, the language conferring general  
2 authority with respect to fiduciary transactions, means that the principal  
authorizes the agent:

3 **(1)** to represent and act for the principal in all ways and in all matters  
4 affecting any bailment/fund with respect to which the principal is a  
5 fiduciary;

6 **(2)** to initiate, participate in, and oppose any proceeding, judicial or  
7 otherwise, for the removal, substitution, or surcharge of a fiduciary, to  
8 conserve, to invest or to disburse anything received for the purposes of the  
9 fund for which it is received, and to reimburse the attorney-in-fact for any  
expenditures properly made by the attorney-in-fact in the execution of the  
powers conferred on the attorney-in-fact by the short form power of attorney;

10 **(3)** to agree and contract, in any manner, with any person, and on any terms  
11 which the attorney-in-fact selects for the accomplishment of the purposes  
12 enumerated in this subdivision, and to perform, rescind, reform, release, or  
13 modify the agreement or contract or any other similar agreement or contract  
made by or on behalf of the principal;

14 **(4)** to execute, acknowledge, verify, seal, file, and deliver any consent,  
15 designation, pleading, notice, demand, election, conveyance, release,  
16 assignment, check, pledge, waiver, admission of service, notice of  
appearance, or other instrument which the attorney-in-fact deems useful for  
the accomplishment of any of the purposes enumerated in this subdivision;

17 **(5)** to hire, discharge, and compensate any attorney, accountant, expert  
18 witness, or other assistants, when the attorney-in-fact deems that action to  
19 be desirable for the proper execution by the attorney-in-fact of any of the  
powers described in this subdivision, and for the keeping of needed records;  
20 and

21 **(6)** in general, and in addition to all the specific acts listed in this  
22 subdivision, to do any other acts with respect to any bailment/fund of which  
the principal is a fiduciary.

23 Nothing in this subdivision authorizes delegation of any power of a  
24 fiduciary unless the power is one the fiduciary is authorized to delegate  
under the terms of the instrument governing the exercise of the power or  
25 under local law.

For the purposes of clauses (1) to (6), "fund" means any trust, probate  
estate, guardianship, conservatorship, escrow, custodianship, or any other

1 fund in which the principal has, or claims to have, an interest as a  
2 fiduciary.

3 All powers described in this subdivision are exercisable equally with  
4 respect to any fund of which the principal is a fiduciary to the giving of  
5 the power of attorney or becomes a fiduciary after that time, and whether  
6 located in the state of California or elsewhere.

7 **Claims and litigation.** In the short form power of attorney, the language  
8 conferring general authority with respect to claims and litigation, means  
9 that the principal authorizes the attorney-in-fact:

10 **(1) To assert and prosecute before any court,** administrative board,  
11 department, commissioner, or other tribunal, any cause of action, claim,  
12 counterclaim, offset, or defense, which the principal has, or claims to have,  
13 against any individual, partnership, association, corporation, government, or  
14 other person or instrumentality, including, by way of illustration and not of  
15 restriction, power to sue for the recovery of land or of any other thing of  
16 value, for the recovery of damages sustained by the principal in any manner,  
17 for the elimination or modification of tax liability, for an injunction, for  
18 specific performance, or for any other relief;

19 **(2)** to bring an action of interpleader or other action to determine adverse  
20 claims, to intervene or interplead in any action or proceeding, and to act in  
21 any litigation as amicus curiae;

22 **(3)** in connection with any action or proceeding or controversy at law or  
23 otherwise, to apply for and, if possible, obtain a libel, an attachment, a  
24 garnishment, an order of arrest, or other preliminary, provisional, or  
25 intermediate relief and to resort to and to utilize in all ways permitted by  
law any available procedure for the effectuation or satisfaction of the  
judgment, order, or decree obtained;

**(4)** in connection with any action or proceeding, at law or otherwise, to  
perform any act which the principal might perform, including by way of  
illustration and not of restriction, acceptance of tender, offer of judgment,  
admission of any facts, submission of any controversy on an agreed statement  
of facts, consent to examination before trial, and generally to bind the  
principal in the conduct of any litigation or controversy as seems desirable  
to the attorney-in-fact;

**(5)** to submit to arbitration, settle, and propose or accept a compromise  
with respect to any claim existing in favor of or against the principal or

1 any litigation to which the principal is, may become, or may be designated a  
2 party;

3 **(6)** to waive the issuance and service of a summons, citation, or other  
4 process upon the principal, accept service of process, appear for the  
5 principal, designate persons upon whom process directed to the principal may  
6 be served, execute and file or deliver stipulations on the principal's  
7 behalf, verify pleadings, appeal to appellate tribunals, obtain and give  
8 surety and indemnity bonds at the times and to the extent the  
9 attorney-in-fact deems desirable or necessary, contract and pay for the  
10 preparation and printing of records and briefs, receive and execute and file  
11 or deliver any consent, waiver, release, confession of judgment, satisfaction  
12 of judgment, notice, agreement, or other instrument which the  
13 attorney-in-fact deems desirable or necessary in connection with the  
14 prosecution, settlement, or defense of any claim by or against the principal  
15 or of any litigation to which the principal is or may become or be designated  
16 a party;

17 **(7)** to appear for, represent, and act for the principal with respect to  
18 bankruptcy or insolvency proceedings, whether voluntary or involuntary,  
19 whether of the principal or of some other person, with respect to any  
20 reorganization proceeding, or with respect to any receivership or application  
21 for the appointment of a receiver or trustee which, in any way, affects any  
22 interest of the principal in any real property, bond, share, commodity  
23 interest, tangible personal property, or other thing of value;

24 **(8)** to hire, discharge, and compensate any attorney, accountant, expert  
25 witness or other assistant when the attorney-in-fact deems that action to be  
desirable for the proper execution of any of the powers described in this  
subdivision;

**(9)** to pay, from funds in the control of the attorney-in-fact or for the  
account of the principal, any judgment against the principal or any  
settlement which may be made in connection with any transaction enumerated in  
this subdivision, and to receive and conserve any money or other things of  
value paid in settlement of or as proceeds of one or more of the transactions  
enumerated in this subdivision, and to receive, endorse, and deposit checks;  
and

**(10)** in general, and in addition to all the specific acts listed in this  
subdivision, to do any other acts in connection with any claim by or against

1 the principal or with litigation to which the principal is or may become or  
2 be designated a party.

3 All powers described in this subdivision are exercisable equally with  
4 respect to any claim or litigation existing at the giving of the power of  
5 attorney or arising after that time, and whether arising in the state of  
6 California, Nevada, Arizona, Texas or elsewhere.

7 In the short form power of attorney, the language conferring general  
8 authority with respect to records, reports, and statements means that the  
9 principal authorizes the attorney-in-fact:

10 **(1)** to keep records of all cash received and disbursed for or on account of  
11 the principal, of all credits and debits to the account of the principal, and  
12 of all transactions affecting in any way the assets and liabilities of the  
13 principal;

14 **(2)** to prepare, execute, and file all tax and tax information returns, for  
15 all periods, required by the laws of the United States, any state or any  
16 subdivision of a state, or any foreign government, to prepare, execute, and  
17 file all other tax-related documents for all tax periods, including requests  
18 for extension of time, offers, waivers, consents, powers of attorney, closing  
19 agreements, and petitions to any tax court regarding tax matters, and to  
20 prepare, execute, and file all other instruments which the attorney-in-fact  
21 deems desirable or necessary for the safeguarding of the principal against  
22 excessive or illegal taxation or against penalties imposed for claimed  
23 violation of any law or other governmental regulation, it being the intent of  
24 this provision that it is sufficiently definite to permit the  
25 attorney-in-fact to represent the principal respecting all taxes that the  
principal has paid and all tax returns that the principal has filed, either  
personally or through an agent, with the Internal Revenue Service or any  
other agency of the United States government, any state department of  
revenue, any political subdivision of a state, and any foreign country or  
political subdivision of a foreign country;

**(3)** to prepare, execute, and file any return, report, declaration, or other  
document required by the laws of the United States, any state, subdivision of  
a state, or any foreign government, including, by way of illustration and not  
as a limitation, any report or declaration required by the Social Security  
Administration, the commissioner of jobs and training or other, similar,  
governmental agency, which the attorney-in-fact deems to be desirable or  
necessary for the safeguarding or maintenance of the principal's interest;

1 (4) to prepare, execute, and file any record, report, or statement which  
2 the attorney-in-fact deems desirable or necessary for the safeguarding or  
3 maintenance of the principal's interest, with respect to price, rent, wage,  
or rationing control, or other governmental activity;

4 (5) to hire, discharge, and compensate any attorney, accountant, or other  
5 assistant when the attorney-in-fact deems that action to be desirable for the  
6 proper execution of any of the powers described in this subdivision; and

7 (6) in general, and in addition to all the specific acts listed in this  
8 subdivision, to do any other acts in connection with the preparation,  
9 execution, filing, storage, or other use of any records, reports, or  
10 statements of or concerning the principal's affairs.

11 All powers described in this subdivision are exercisable equally with  
12 respect to any records, reports, or statements of or concerning the affairs  
13 of the principal existing at the giving of the power of attorney or arising  
14 after that time, and whether arising in the state of California or elsewhere.

15 In the short form power of attorney, the language conferring general  
16 authority with respect to all other matters, means that the principal  
17 authorizes the attorney-in-fact to act as an alter ego of the principal with  
18 respect to any and all possible matters and affairs affecting property owned  
19 by the principal which are not enumerated in subdivisions 1 to 13, and which  
20 the principal can do through an agent.

21 \  
22 \  
23 \  
24  
25

1 The grantor signing below acknowledges, stipulates and supports the following  
2 quotes.

3 Schwartz v. Board of Examiners, 353 U.S. 238, 239. .."The practice of law  
4 (medicine etc.) is not within the States grace to regulate." The practice  
5 of law (medicine etc.) is an occupation of common right as per Sims v.  
6 Ahrens, 271 S.W. 720 (1925). No State in the Union of the United States of  
7 America licenses lawyers, only the State Bar, which issues a private  
corporation type of "Union Card"/certificate for payment of dues/fees.  
(See also ExParte v. Garland, 4 Wall 333, 370 (1866), which authorizes  
only the practice of law in the courts as an officer of the court and a  
member of the judicial branch of government, to represent wards of the  
court such as infants and persons of unsound mind and as a public defender  
in criminal cases.) ...Cannot license an occupation of common right  
...Redfield v. Fisher, 292 P. 813, 817-819

8 Grantor further states, stipulates, acknowledges and supports the fact that  
9 attorneys for the State of the forum do not have a "license" to practice but  
10 rather a Union Card issued by associations that are international in scope  
11 and commonly known as "Bar Associations." Grantor admits that the a bar card  
12 number is evidence of an insurance policy issued by s state insurance company  
13 subsidiary of the STATE'S Department of Insurance within/associated with the  
14 Professional Liability Fund approved by the State Bar Association. Grantor  
15 admits that Bar members are Public Attorney's and not private  
16 attorneys/Attorneys-in-Fact. Grantor admits that the reason for the Bar  
17 membership is to demonstrate competency to the underwriter not the public or  
18 the state and evidence of posting of a public hazard bond to indemnify the  
19 Courts, clients, and public among others. Grantor admits that every state bar  
20 association is operating under treaty agreement with the International bar  
21 Association domiciled in the United Kingdom/Great Britain making every Bar  
22 member an agent of a foreign principle in accord with the nature of 22 USC  
23 611.

24 \_\_\_\_\_  
25 **<First Last>, as Grantor**

**Acknowledgment of Principal**

18 \  
19 Land of <State> )  
\_\_\_\_\_ county ) The following text is Affirmed and Subscribed  
20 Not the COUNTY ) to in this De jure Venue; to wit:  
North America )

21 \  
22 The foregoing instrument was acknowledged before me this \_\_\_\_ day of  
\_\_\_\_\_, A.D. 200\_\_, by **Principal, <First Last>**.  
23 \

24 \_\_\_\_\_  
25 (Signature of Notary Public or other Official)