

Affidavit of Facts

Clark County's Theft of Private Property

In State of Washington
In the County of Clark

To: Hartford Insurance and Bonding Company
One Hartford Plaza T-4
Hartford, Connecticut 06155
Michael Ross Fisher d.b.a. Vice President of Bonding
Liam E. McGee d.b.a. Chairman & President and CEO
Alan Keczek d.b.a. Exec VP & General Counsel

Tiffany Schaak
7901 Skansie Ave. Suite 140
Gig Harbor, Washington 98335

From: David A. Darby
PO Box 772
Amboy, Washington Zip Exempt

I, David A. Darby, Sovereign free man in his common law status per the 1878 Constitution of the State of Washington, Article II, Section 3, do certify, affirm and swear as follows: that the following Affidavit of Fact is True, Correct, Complete and Not Misleading, to the best of my Knowledge and Belief under my own Commercial Liability, So Help Me God.

This **Affidavit of Facts** is being sent in response to your letter dated November 16th 2012 from your Hartford Insurance Company Bonding Department.

I believe that you have misunderstood what I am trying to accomplish.

If you re-read my prior affidavit to Hartford Insurance Company, you will find that I stated that I do not expect Hartford Insurance Company to pay off on a criminal act of any bonded party. It is a fundamental principle of bonding that a bonding company cannot bond a criminal act.

However, if the party (s), which you have bonded, has (have) been caused by your promotional material or lack thereof to believe that by having that bond he/she is covered for actions which are criminal in nature, Hartford Insurance Company also has a duty and responsibility to the people that are hurt by the criminal actions of the elected officials that you bond, by having the bonded criminally offensive officials removed from office or by cancelling the bond of the bonded party supporting them **Immediately**. The Hartford Insurance and Bonding Company is supposed to be able to test the people that are being bonded to discover the obvious and pertinent character flaws of the bonded party(s) or in the alternative to give them a through instruction in what will or will not be tolerated and a test to prove that they have learned the lessons. (See the Uniform Bonding Code that you have previously received from me) If Hartford Insurance does not have the criminally offending party(s) removed from office or does not cancel the bonds, then Hartford Insurance will become liable for the criminal and commercial damages caused by those officials.

If Hartford Insurance does not perform as directed here, then Hartford Insurance is in effect condoning the criminal activities of the elected officials that Hartford Insurance has bonded and then the officers of Hartford Insurance become criminally and commercially liable for those actions as a principals or accessories. See United States Codes Title 18, sections 3 and 4; Title 15 (A bond is a security).

You have stated that I have not demonstrated specific actions that the individuals named in the criminal complaint have committed. I have spent 20 years of my life researching the subject matter at the constitutional and statutory foundation of the Criminal Complaint which I filed against Washington State and Clark County Officials and I must say that, either you have not read the paperwork that I have provided your company or you lack the understanding of constitutional law

and a common sense understanding of Justice and Bonding. You can ask yourself a common sense question. How long would it have taken you or anyone else at Hartford Insurance Company to understand and to construct the same work?

I have served honorably in the military, which involves my oath to protect this nation and its constitution against all enemies foreign and domestic which also requires that the nation's, states and counties respect and protect my land patent and property (1787 Constitution for the United States of America- Amendment 5-Just compensation- "...Nor shall private property be taken without just compensation." and including the legitimate 1878 constitution of the state of Washington) against all enemies foreign and domestic. The bonded parties listed in your letter are domestic enemies of the citizens of the state of Washington because of their deliberate criminal intent to disregard the original and legitimate 1878 Constitution of the State of Washington and its protection of land patents and property rights, protections which support an individual's ability to serve in the military. My military oath carries over into this situation. These people that you have bonded are trying to steal my property from me in violation of my military oath and its consequences and in violation of the rights secured by the 1878 Constitution of the State of Washington, Article II, Section 3, and United States Land Patents. **Final foreclosure and property tax sale is dated 1 February 2013,**

If the officers of Hartford insurance company do not remove these people from office or cancel the county bond as I have directed above, the officers of Hartford insurance company will be held criminally and commercially liable for the loss of my property and all other properties taken from the citizens of the county in violation of lawful 1787 Constitution for the United States of America and the lawful 1878 Constitution of the State of Washington, Article II, Section 3.

If the officers of the Hartford Insurance company do not perform as directed as stated above, they will be criminally and commercially responsible for all my losses caused by all of these parties bonded by Hartford Insurance Company and I will file the necessary commercial instruments and criminal complaints against the officers of Hartford Insurance and Bonding Company. Do not doubt it. Copies are now on the street to all Clark County Businesses.

CERTIFICATION

I, David A. Darby, Sovereign free man in his common law status per the lawful 1878 Constitution of the State of Washington, Article II, Section 3, certify and affirm that the above Affidavit is True, Correct, Complete and Not Misleading, to the best of my Knowledge and Belief under my own Commercial Liability, So Help Me God.

UCC 1-207, 1-308, 1-103.6 Reservation of Rights without Prejudice!

Signed: _____ Date: _____

NOTARY
SEAL

[STATE] _____) s.s.:

[COUNTY] _____)

On this _____ day of _____, 20____,

The above signatory appears before me personally with picture ID and executes the forgoing instrument and acknowledges this to be their free act and deed.

_____ My Commission Expires: _____

Notary Public