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MAURI B. KELLY
LACKAWANNA COUNTY
2020 APR -3 A 9:28

CLERK OF JUDICIAL
RECORDS CIVIL DIVISION

IN THE COURT OF COMMON PLEAS
OF
LACKAWANNA COUNTY PENNSYLVANIA
CIVIL DIVISION

FELL TOWNSHIP - DEBTOR

1Veteran's Drive
Simpson, PA 18407

Plaintiff

vs.

2018-CIV-3716 & 2018-CIV-51155

VERONICA HANNEVIG, et al., Conusant

The Estate of John B. and Johanna (Anna) Drob - CREDITOR
311-319 Main Street
Simpson, Pennsylvania
- 18407 -

Defendant

NUNC PRO TUNC COUNTERCLAIM - OPINION AND ORDER

Now comes Conusant Veronica (HANNIVIG) Hannevig, an honorably discharged E-4, U.S. Navy Veteran, who, pursuant to her pre 1962 Oath to the United States of America, and now cognizant of the historical evidence set before the above captioned Court and docketed to each of her cases therein as a Claim¹ of Conusance; a cause² to be executed by reason of the Article 1 Stile³ stipulated in the 1778 Articles of Confederation, whereby entry into the jurisdiction of the "United States of America" would be firmly established by contractual consent which presupposes the remainder of this counterclaim is

¹ **CLAIM.** A claim is a challenge of the ownership of a thing which a man has not in possession, and is wrongfully withheld by another.... 4. Claim of conusance is defined to be an intervention by a third person, demanding jurisdiction of a cause against a plaintiff, who has chosen to commence his action out of the claimant's court.... *Bouvier's Law Dictionary, 6th Ed., 1856*

² **CAUSE** (Lat. *causa*). In Civil Law. The consideration or motive for making a contract. Dig. 2. 14. 7 ; *Toullier*, liv. 3, tit. 3, c. In Pleading. Reason ; motive. In a replication de injuria, for example, the plaintiff alleges that the defendant of his own wrong and without the cause by him, etc., where the word cause comprehends all the facts alleged as an excuse or reason for doing the act. 8 Coke, 67; 11 East, 451. *Bouvier's Law Dictionary, 14th Ed., 1878 Edition*

³ **STILE.** A set of steps to pass from one enclosure to another. *Johnson's Dictionary, 1755.*

consistent with what is legally defined as constructive fraud⁴ and conspiratorial efforts to assist the perpetrators of this fraud which, if proven, will render the 1787 U.S. Constitution void *ab initio*.

Article I. The Stile of this confederacy shall be “The United States of America.”

1. Executrix, Veronica A. Hannevig, who had never “chosen to represent (*herself*) Pro Se” as alleged by Plaintiff, is cognizant of this contractual cause of action against the above captioned **CREDITOR; The Estate of John B. and Johanna (Anna) Drob**, and hereby traverses Judge Margaret Bisignani Moyle’s March 16, 2020 OPINION AND ORDER by replication of Moyle’s PROCEDURAL HISTORY, STATEMENT OF FACTS, STANDARD OF REVIEW, DISCUSSION and CONCLUSION, all of which are relative to the contemporaneous expositions⁵ germane to the concurrent jurisdiction recognized by Hannevig’s Claim of Conusance Stile as that stile was erected in her TRAVERSE and REBUTTAL of PRESUMPTIONS; filed to 2018-CIV-3716 on July 26, 2018, and jurisdictionally expanded on in her August 10, 2018 PREEMPTION OF FAULTS and TRIAL COURT PRESUMPTIONS, with a preponderance of historical evidence in support of her claim docketed as a Pre-Trial Order on August 19, 2019.
2. Hannevig’s Claim of Conusance permits a concurrent examination of contemporaneous jurisdictional issues pertaining to life (real estate), liberty (unencumbered title), and happiness (unconditional ownership) on each level of corporeal and incorporeal existence; physical, mental and spiritual in accordance with those feudalistic laws upon which the Commonwealth of Pennsylvania was colonized.

CONUSANCE, CLAIM OF, English law. This is defined to be an intervention by a third person, demanding judicature in the cause against the plaintiff, who has chosen to commence his action out of claimant’s court. . . . **2. It is a question of jurisdiction between the two courts . . . ; and not between the plaintiff and defendant, as in the case of plea to the jurisdiction, and therefore it must be demanded by the party entitled to conusance**, or by his representative, and not by the defendant or his attorney. *Id. ibid.* A plea to the jurisdiction must be pleaded in person, but a claim of conusance may be made by attorney. . . . **3. There are three sorts of conusance.** 1. **Tentere placita**, which does not oust another court of its jurisdiction, but only

⁴ **FRAUD.** 2. Fraud avoids a contract, *ab initio*, both at law and in equity, whether the object be to deceive the public, or third persons, or one party endeavor thereby to cheat the other. . . . 6. By **constructive fraud** is meant such a contract or act, which, though not originating in any actual evil design or contrivance to perpetrate a positive fraud or injury upon other persons, yet, by its tendency to deceive or mislead them, or to violate private or public confidence, or to impair or injure the public interests, is deemed equally reprehensible with positive fraud, and, therefore, is prohibited by law, as within the same reason and mischief as contracts and acts done *malo animo*. Constructive frauds are such as are either against public policy, in violation of some special confidence or trust, or operate substantially as a fraud upon private right's, interests, duties, or intentions of third persons; or unconsciously compromit, or injuriously affect, the private interests, rights or duties of the parties themselves. 1 Story, Eq. ch. 7, §258 to 440. *Bouvier’s Law Dictionary*, 1856.

⁵ **CONTEMPORANEOUS EXPOSITION.** The construction of a law, made shortly after its enactment, when the reasons for its passage were then fresh in the minds of the judges, is considered as of great weight: . . . *Bouvier*, 1856.

creates a concurrent one. 2. Cognitio placitorum, when the plea is commenced in one court, of which conusance belongs to another. 3. A conusance of exclusive jurisdiction; as that no other court shall hold pica, &c. *Bouvier Law Dictionary, 6th Edition, 1856.*

3. Contrary evidence to Judge Moyle's allegation that; "**Ms. Hannivig declined to testify or offer testimony of witnesses essentially abandoning her counterclaim. (N.T. 12/12/2019 at pgs. 100-110)**" may be accessed on pages 16-22, and 90-114 of the 115 page 12/12/2019 transcript referenced by Judge Moyle.

4. On those pages Judge Moyle's disapproval for any claim contrary to that which had been authorized in a manner approved by her principals⁶ is recorded. An unbiased reading of the recorded dockets will confirm that each of Hannevig's filings to 2018-cv-3716, and other dockets of record at the Lackawanna County Court of Common Pleas both Civil and Criminal, are pursuant to stipulations memorialized in Black's Law Dictionary, 1st Edition, 1891, wherein, by lawful definition, a COUNTER-CLAIM was presumed to have been recorded in substance⁷ if not in form and process.

5. In Black's Law, 1st Edition, a COUNTER-CLAIM is defined as;

A claim presented by a defendant in opposition to or deduction; from the claim of the plaintiff. A species of **set-off** or recoupment introduced by the codes of civil procedure in several of the states, of a broad and liberal character. A counter-claim must be one "existing in favor of a defendant and against a plaintiff, between whom a **several judgment might be had** in the action, and arising out of one of the following causes of action: (1) **A cause of action arising out of the contract or transaction set forth in the complaint as the foundation of the plaintiff's claim, or connected with the subject of action;** (2) **in an action arising on contract, any other cause of action arising also on contract, and existing at the commencement of the action.**" Code- Proc. N. Y. § 150.

The term "counter-claim," of itself, **imports a claim** opposed to, or **which** qualifies, or at least **in some degree affects, the plaintiff's cause of action.** 85 Wis. 626.

A counter-claim is an opposition claim, or **demand of something due; a demand of something which of right belongs to the defendant, in opposition to the right of the plaintiff.** 8 How. Pr. 122.

⁶ **PRINCIPAL...** In criminal law. A chief actor or perpetrator, as distinguished from an "accessary." A **principal** in the first degree is he that is the actor or absolute perpetrator of the crime; and, **in the second degree**, he who is present, **aiding and abetting** the fact to be done. 4 Bl. Comm. 34. *Black's Law Dictionary, 1st Edition, 1891.*

⁷ **SUBSTANCE. Essence;** the material or essential part of a thing, as distinguished from "form." **ESSENCE OF THE CONTRACT.** Any condition or stipulation in a contract which is mutually understood and agreed by the parties to be of such vital importance that a sufficient performance of the contract cannot be had without exact compliance with it is said to be "of the essence of the contract." *Black's Law, 1st Ed., 1891*

A counter-claim is **that which** might have arisen out of, or could have **had some connection with, the original transaction**, in view of the parties, and which, **at the time the contract was made, they could have intended might, in some event, give one party a claim against the other for compliance or non-compliance with its provisions.** 7 Ind. 523, 524.

6. All the **embolden** stipulations (above shown) of a lawfully defined “counterclaim” had been met in each of Hannevig’s recordings to 2018-CV-3716. Most relevant at this time may be said to be her; July 26, 2018 TRAVERSE and REBUTTAL of PRESUMPTIONS, her June 10, 2019 AFFIDAVIT IN SUPPORT OF ENTRY OF NON PROS, and her February 10, 2020 DEFAULT.

7. As the reader has reason to know, this instant matter is between two courts; that which is of the commonwealth under the provisions set forth in Article 1 § 3 (*The Senate of the United States shall be composed of two Senators from each state, chosen by the legislature thereof, for six years; and each Senator shall have one vote*), and that which is of the State pursuant to the 1913 17th Amendment (*The Senate of the United States shall be composed of two Senators from each state, elected by the people thereof, for six years; ...*). And, because Amendment 10 had been in fact nullified by the 17th Amendment, this matter is not between the plaintiff and the defendant.

8. Hannevig’s standard of review, her authority for this defense, and its lawful adjudication by the commonwealth, is enumerated in the first paragraph of the revered 1776 unanimous Declaration and in every Courthouse wherein the American flag is flown; a flag to which, when allegiance is pledged, pleads questions that are relevant to the first and third of the ten Laws which are attributed to “Nature’s God” rather than politicians of whom an otherwise free people were counseled when, in 1776 it was penned.

When in the Course of human events, it becomes necessary for one people to **(1)** dissolve the political bands which have connected them with another, and **(2)** to assume among the powers of the earth, the separate and equal station to which the Laws of Nature and of Nature’s God entitle them, a decent respect to the opinions of mankind requires that they should **(3)** declare the causes which impel them to the separation.

9. Additional evidence related to the prescribed mandates of the 1776 Declaration has been recorded by Hannevig in the LACKAWANNA COUNTY COURT OF COMMON PLEAS Dockets: 2017-52789, 2018-50339, 2018-51155, 2018-03716, CP-35-SA-70-2006, and CP-35-AD-6-2019, each are relevant to this instant case, 2018-cv-3716, avers the causes which impelled her “to the separation”, and revives contemporaneous exposition with regard to “taxation without representation” as those questions apply to this nuisance matter.

I. PROCEDURAL HISTORY

10. A record of procedural history relevant to case 2018-CV-3716, the substantive contractual matters of which include; jurisdiction, title, and ownership wherefore Hannevig traverses Judge Moyle's March 16, 2020 OPINION AND ORDER, **an OPINION AND ORDER that was entered into the record thirty-five (35) days after Hannevig's February 10, 2020 DEFAULT JUDGMENT, a JUDGMENT which Hannevig entered sixty (60) days after the December 12, 2019 "bench trial" indulgence, and one (1) day before** Judge Moyle filed, on 2/11/2020, the first page of the 12-12-19 bench trial TRANSCRIPT wherein Judge Moyle, on line 22 of page 113 was recorded to have promised;

"THE COURT: ... That concludes this matter. There is nothing more to say. I do find in favor of the township. You will have, of course, 30 days to appeal this finding. I'll sign an order probably tomorrow, you will have 30 days from that day. I just am telling you, you will have time ...".

Whether by misfeasance or malfeasance, damnification⁸ by this nuisance case continues unabated⁹.

II. STATEMENT OF FACTS

11. In the 12/12/2019 Transcript page 39, witness for the plaintiff, International Property Maintenance Code Enforcer, Ken Marino, who, to Hannevig's knowledge, had never set foot into the interior of the building at 319 Main Street, Simpson, the building he testified to the date of his first posting on January 4, 2018, and the second, "sometime in April of 2018".

12. On page 40 of the transcript, Hannevig stated that she had no objections to the evidence presented by Marino because the photos clearly evidenced that the building was boarded and posted with "NO TRESPASSING" signs consistent with the stipulations of Hannevig's franchised hereditament, a covenant of warranty which was covenanted for "quiet enjoyment" to her ancestors' real estate with the "assurance to the grantee that their enjoyment of the land conveyed shall not be disturbed by lawful means." *Sedgwick v Hollenback*, 7 Johns (NY) 376.

13. Marino continued his testimony and, although Judge Moyle overruled each of Hannevig's contemporaneous objections (transcript pages 42-45), she did allow Hannevig to read the basis for her

⁸ **DISTURBANCE OF FRANCHISE.** Any acts done whereby the owner of a franchise has his property damnedified or the profits arising thence diminished. The remedy for such disturbance is a special action on the case. ... Equity will grant an injunction against disturbance of a franchise in certain cases.

⁹ Nuisances are either *public* or *private*. A public nuisance is one which damages all persons who come within the sphere of its operation, though it may vary in its effects on individuals. A private nuisance is one limited in its injurious effects to one or few individuals. Generally, a public nuisance gives no right of action to any individual, but must be abated by a process instituted in the name of the state. A private nuisance gives a right of action to the person injured. Code Ga. 1882, § 2997. *Black's Law*, 1st Ed., 1891.

objections into the record. What was read into the record was Article 1 §§ 1 and 2 of the Constitution of the Commonwealth of Pennsylvania; page 43, line 11 – page 44, line 3.

MS. HANNEVIG: "The inherit rights of mankind. All men are born equally free and independent, and have certain inherent and indefeasible rights, among which are those of enjoying and defending life and liberty and acquiring, possessing, and protecting property and reputation, and pursuing their own happiness; and two, political powers. All power is inherent in the people, and all free governments are founded on their authority and have instituted for their peace, safety and happiness. For the advancement of these ends they have at all times an indefeasible and --" and inalienable, I'm sorry -- "inalienable and indefeasible right to alter, reform, or abolish their government in such manner as they may think proper."

14. Upon Hannevig completing her reading of Article 1 § 2 of the Pennsylvania Constitution into the record, that too was overruled; page 44, lines 4-5.

THE COURT: All right. Objection is overruled. Next question.

15. Upon bringing to Judge Moyle's attention the July 6, 2011 certified report from ASI Design Engineer, Gerard R. Smith; a report which had been docketed to the record on July 26, 2018 wherein it was stated that;

"The main structure of the house, that is the foundation, floors, exterior walls and roof are structurally adequate. It is imperative the house be made weather tight as soon as possible, the greatest danger to the structural integrity of the house is from water infiltration."

16. Judge Moyle, on page 46 of the transcript, rendered the certified ASI report "hearsay" and "inadmissible", and, upon Hannevig voicing additional objections about the current political system's enactments of international codes, and respectfully attempted to evidence the seditious and treasonous crimes that she and Solicitor McGraw may be principal aiders and abettors¹⁰ of; Moyle stated, page 47, line 10 of the transcript; "Okay. So I understand your position but I'm overruling the objection."

17. On pages 51, line 7, the Township's use of International Property Maintenance Code was, again, objected to by Hannevig because it was ex post facto to the purchase of the estate and the February 2011 fire. That, too, was overruled by Judge Moyle.

THE COURT: I disagree, the objection is noted and overruled. Next question, please.

¹⁰ **AIDING AND ABETTING.** In criminal law. That kind of connection with the commission of a crime which, at common law, rendered the person guilty as a principal in the second degree. It consisted in being present at the time and place, and doing some act to render aid to the actual perpetrator of the crime, though without taking a direct share in its commission. See 4 Bl. Comm. 34. *Black's Law, 1st Ed., 1891*

18. Additional objections by Hannevig to ancillary photos of 313-315 Main Street, however, were contemporaneously obliged and pulled from the documents suggesting that, at the closure of this case involving the demolition of 319 Main Street, the primary and secondary principals in this “current” matter will continue with their coercive tactics under color of law¹¹ as they disregard the substantive issues regarding “quiet enjoyment” of landed real estate which had been tendered and conveyed with Article 1§10 constitutional coin and silver certificates; the tender which was mandated to be used within the *de jure*¹² jurisdiction of the Pennsylvania commonwealth for lawful allodial¹³ purchases.

19. Consistent with her established court of concurrent jurisdiction, Hannevig made additional attempts to evidence legally defined sedition (transcript pages 69-79), each of which were either “overruled”, or, on (*at least*) 30 instances, Hannevig was told by Judge Moyle to “stop”. Observation of Judge Moyle’s demeanor during this “bench trial”, along with the objectivity provided by the referenced 12/12/2019 transcript, suggests, whether by misfeasance or malfeasance, her submission is to a judiciary which has, by conquest¹⁴ been re-venued into a legislated¹⁵ system of corporate feudalism which had been, and is being, politically legitimized by the “current” policies¹⁶ and the secondary principals who, without question, obsequiously comply with the duties and tasks prescribed in the job descriptions set forth by the primary principals.

20. All objections made by Hannevig were predicated on the foundational “covenant of warranty¹⁷”, and the jurisdictional provisions wherewith the corporeal and incorporeal Estate¹⁸ of John

¹¹ **Color of law.** The appearance or semblance, without the substance, of legal right. Misuse of power, possessed by virtue of state law and made possible only because wrongdoer is clothed with authority of state, is action taken under “color of state law.” *Black’s Law*, 6th Ed., 1991.

¹² **GOVERNMENT DE JURE.** A government of right; the true and lawful government; a government established according to the constitution of the state, and lawfully entitled to recognition and supremacy and the administration of the state, but which is actually cut off from power or control. A government deemed lawful, or deemed rightful or just, which, nevertheless, has been supplanted or displaced; that is to say, which receives not presently (although it received formerly) habitual obedience from the bulk of the community. Aust. Jur. 824. *Black’s Law*, 1st Ed., 1891.

¹³ **ALLODIAL.** Free; not holden of any lord or superior; owned without obligation of vassalage or fealty; the opposite of feudal.

¹⁴ **Conquest.** A term used in feudal law to designate land acquisition by purchase; or any method other than descent or inheritance by which an individual obtains ownership of an estate. A term used in International Law for the process whereby a sovereign nation is, by force of arms, made to submit to another nation; the defeated country thus becomes part of the empire of the conqueror. *West’s Encyclopedia of American Law*, edition 2

¹⁵ **FEUDAL LAW.** By this phrase is understood a political system which placed men and estates under hierarchical and multiplied distinctions of lords and vassals. ... 4. In the United States the feudal law never was in its full vigor, though some of its principles are still retained. “Those principles are so interwoven with every part of our jurisprudence,” says Ch. J. Tilghman, 3 S. & R. 447, “that to attempt to eradicate them would be to destroy the whole. They are massy stones worked into the foundation of our legal edifice. Most of the inconveniences attending them, have been removed, and the few that remain can be easily removed, by acts of the legislature.” See 3 Kent, Com. 509, 4th ed. *Bouvier’s Law*, 1856.

¹⁶ **CURRENT** policies. Reference page 3, footnote 6

¹⁷ **Covenant of warranty** refers to a covenant that runs with the land. The covenant of warranty is considered as only binding the party to give damages as a compensation for the loss of the land warranted. The covenant of warranty is virtually synonymous with the covenant of peaceable possession or quiet enjoyment. It is an assurance by the covenantor that the covenantee, his/her heirs, and assigns can enjoy the estate conveyed without interruption by virtue of a paramount title, they cannot by force of a paramount title, be evicted from the land or be deprived of its possession, and that s/he will

B. and Johanna (Anna) Drob (Drob Estate) had forever contracted their “full faith and credit” to the United “States” of America - NOT the United “Nobility” of America. However, due to the language barrier at entry, it is now clear that this contract to them, and others who entered this commonwealth from non-English speaking countries, was without FULL DISCLOSURE that Johnson’s 1785 English Dictionary had inserted the singular word “Nobility” to define the word “States”, and, therefore, the word “Esquire”, as defined as “the younger sons of noblemen” in that day, would “forever” relate to the word “posterity” at the time the PREAMBLE¹⁹ to the United States Constitution was penned in 1787 and never to those who came to America for the blessings of life, liberty and their pursuit of happiness they anticipated.

21. Therefore, consistent with the PREAMBLE to the 1787 U.S. Constitution which was, and continues to be a contract, by definition, the “**clause at the beginning of a constitution or statute explaining the reasons for its enactment and the objectives it seeks to attain**”, deliberately set a style whereby cessation from the jurisdiction of the 1778 Articles of Confederation into the stated 1791 United States Constitution’s jurisdiction, would have been interpreted, by a well educated English speaking people who had access to Johnson’s 1785 Dictionary of the English Language, as follows.

We the people of the United **Nobility**, in order to form a more perfect union, establish justice, insure domestic tranquility, provide for the common defense, promote the general welfare, and secure the blessings of liberty to **OURselves** and **OUR** posterity²⁰, do ordain and establish this Constitution for the United **Nobility** of America.

22. This case, which implies the elements of constructive fraud, and, if litigated pursuant to the 10 simplistic “Laws of Nature’s God”, will render the 1787 U.S. Constitution void ab initio and restore to “the people” those laws which have been suspended by those who have become the “current” “power” and “authority” over the Pennsylvania Legislature.

Article 1 § 12. Power of suspending laws. No **power** of suspending laws shall be exercised unless by the Legislature or by its **authority**.

defend and protect the covenantee against the lawful claims of all persons thereafter asserted. It is a covenant to defend not merely the possession, but the land and the estate in it. Covenant of warranty is also a personal covenant, and, when broken, becomes a mere chose in action, and is not assignable.[*Pierce v. Johnson*, 4 Vt. 247 (Vt. 1832)].

¹⁸ **fee simple absolute in possession** - the freehold estate that most closely approximates to absolute ownership in English property law. *Collins Dictionary of Law* © W.J. Stewart, 2006

¹⁹ **PREAMBLE.** A clause at the beginning of a constitution or statute explaining the reasons for its enactment and the objectives it seeks to attain. *West's Encyclopedia of American Law*, edition 2. 2008

²⁰ **ESQUIRE.** 1. The armour-bearer ... 2. A title of dignity, and next in degree below a knight. Those to whom this title is now of right due, are all the younger sons of noblemen, and their heirs male for ever ... The chief of some ancient families are likewise esquires by prescription, those that bear any superior office in the commonwealth, ... He who is a justice of the peace has it during the time he is in commission, and no longer, if not otherwise qualified to bear it. Utter barristers in the acts of parliament for poll-money, were ranked among esquires. *Johnson's Dictionary*, 1755 & 1785 sim. *Webster's 1828*

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Such litigation may assist in returning to “the people” in their local communities the power and authority which Article 1 §§ 1-3 of the Pa Constitution vested to them.

III. STANDARD OF REVIEW

23. In replication of Judge Moyle’s “standard of review”, Hannevig herein quotes what Judge Moyle referred to as the “elements necessary to establish entitlement to a permanent injunction”. What must be *contemporaneously* established is:

“ . . . (1) a clear right to relief; (2) an urgent necessity to avoid an injury which cannot be compensated in damages; and (3) the greater injury will result from refusing, rather than granting, the injunctive relief request. Unlike a claim for preliminary injunction, the party seeking a permanent injunction need not demonstrate either irreparable harm or immediate relief, and “a court may issue a final injunction²¹ if such relief is necessary to prevent a legal wrong for which there is no adequate redress at law.”

24. Therefore, contemporaneous exposition of the determinations set forth in Judge Moyle’s OPINION AND ORDER in favor of Fell Township do not “prevent a legal wrong for which there is no adequate redress at law”.

25. The substantive, contemporaneous exposition of issues in this matter give to the DEFENDANT (1) a clear right to relief. The 12/12/2019 bench trial Transcript, suggest that there is “(2) an urgent necessity to avoid an injury (*to the American people*) which cannot be compensated in damages”, and “(3) the greater injury will result from refusing, rather than granting, the injunctive relief request” for the affirmative relief set forth in her filings.

IV. DISCUSSION

26. Sir William Blackstone predicted this day would come in his 18th Century, Commentaries on the Laws of England (1765-1769) - INTRODUCTION, SECTION 1 - On The Study of The Law. In this instant matter, the past and present behaviors of the principals, inclusive of, and not limited to; Pearson M. Judd, ID:8231, Benjamin S. Schnessel, ID:8238, Paul R. Mazzoni, ID:8385, Gerard Michael Karam, ID:49625, Suzy S. Moore, ID:45946, William Richard Friedman, ID:41089, and Joseph A. O’Brien, ID:22103, continue to be perpetuated on DEFENDANT, specifically, and society in general, through Plaintiff’s current Solicitor, Esquire, Joseph G. McGraw, ID:202942. Additional evidence to this fact includes mention of Thomas J. Munley, ID:19508²², as was docketed as

²¹ 3. **Final injunction.** The final order issued by a court after it has heard all the evidence and legal arguments for and against the injunction. The order is a final order, from which the parties may appeal. *The Complete Real Estate Encyclopedia* by Denise L. Evans, JD & O. William Evans, JD. Copyright © 2007

²² ADDENDUM to PRE-TRIAL ORDER and ENTRY OF NON PROS 2018-CIV-3716 filed October 23, 2019.
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DEFAULT to the record on February 10, 2020. There's a preponderance of additional evidence which figuratively simulates the legal definition of a "wheel conspiracy" wherein tactics typically associated with criminal behaviors generate the desired results of those principals who produce the "current" that powers it.

On The Study of The Law, what Blackstone is said to have said is worthy of scholarly consideration:

"Making therefore due allowance for one or two shining exceptions, experience may teach us to foretell that a lawyer thus educated to the bar, in subservience to attorneys and solicitors,⁶¹ will find he has begun at the wrong end. If practice be the whole he is taught practice must also be the whole he will ever know: if he be uninstructed in the elements and first principles upon which the rule of practice is founded, the least variation from established precedents will totally distract and bewilder him: *ita lex scripta est*⁶² [so the law is written] is the utmost his knowledge will arrive at; he must never aspire to form, and seldom expect to comprehend, any arguments drawn *a priori* [beforehand], from the spirit of the laws and the natural foundations of justice.

"Nor is this all; for (as few persons of birth, or fortune, or even of scholastic education, will submit to the drudgery of servitude and the manual labor of copying the trash of an office) should this infatuation prevail to any considerable degree, we must rarely expect to see a gentleman of distinction or learning at the bar. And what **the consequence may be, to have their interpretation and enforcement of the laws (which include the entire disposal of our properties, liberties, and lives) fall wholly into the hands of obscure or illiterate men, is a matter of very public concern.**"

27. So, in this concurrent court, when considering requests for injunctive relief, Hannevig, conusant for a defendant had found that Judge Moyle's citing of Dunbar v Rivello, 2013 CV 3052 CCP. Lacka. Co. (*Judge Nealon November 4, 2013*), as her "standard of review", "as the factfinder" and the one who "makes credibility determinations in resolving any conflicts in the evidence presented" "(w)hen considering requests for injunctive relief", irrelevant to this cause of action.

28. Hannevig, as conusant to this matter in her concurrent court, is also "in the sole position to observe the demeanor of the witnesses" and, as did the trial judge; "assess their credibility" and "believe all, part or none of the evidence presented".

29. As the fact finder in this jurisdiction who has personally researched, verified and docketed to the record a preponderance of evidence pursuant to the concurrent court specified at onset, she has shown by the substantive matters that Judge Moyle's ORDER is repugnant²³ to stipulations pursuant to

²³ **REPUGNANT.** That which is contrary to what is stated before, or insensible. A repugnant condition is void. *Black's Law, 1st Ed., 1891.*

contract law since the penning of the preamble to the 1787 Constitution and, thereby, establishes that to Executrix Hannevig, conusant to the Drob Estate, there is; (1) “a clear right to relief”, (2) an urgent necessity to avoid an injury which cannot be compensated in damages; and (3) a simplistic Non Pros injunctive relief recoupment²⁴ available to remedy the faults that have been duly noticed.

30. More than 2,000 years ago, a wise man was recorded to have said:

“No one is able to serve two masters, for either he shall hate the one and love the other, or else he shall cleave to the one and despise the other. You are not able to serve Elohim and mammon²⁵.

31. At the time of her entrapment into the above captioned cases, Conusant Hannevig had not fully recognized the complexity of a Judge’s allegiance²⁶. Was their allegiance to “the people” as they exercise their “inherent and indefeasible rights, among which are those of enjoying and defending life and liberty, of acquiring, possessing and protecting property and reputation, and of pursuing their own happiness²⁷”? Or, was it to “a body politic and corporate, … an independent corporate agent of the Commonwealth, exercising governmental, as well as **private corporate power**, in assisting the Commonwealth in meeting the needs of its (corporate) citizens”²⁸?

32. Contemporaneous exposition necessitates questions as: To whom is the contractually stipulated constitution to be preserved by a judge pursuant to their oath of office? Is it to a principal “AUTHORITY” who, pursuant to Article 1 § 12 of the Constitution of the Commonwealth of Pennsylvania, becomes that authority over the legislature that has the power of suspending the laws which specifically pertain to “the people”? And, in defense of their covetousness, do the principal AUTHORITIES rely on the courts as their “principal in the second degree” to aid and abet²⁹ their treasonous behaviors “by appropriate legislation”?

²⁴ **Recoupment.** To recover a loss by a subsequent gain. In Pleading, to set forth a claim against the plaintiff when an action is brought against one as a defendant. Keeping back of something that is due, because there is an equitable reason to withhold it. A right of the defendant to have a deduction from the amount of the plaintiff’s damages, for the reason that the plaintiff has not complied with the cross-obligations or independent covenants arising under the same contract. *West’s Encyclopedia of American Law, edition 2. Copyright 2008*

²⁵ **MAMMON.** Personification of wealth. *Matthew 6:24 & Luke 16:13 – Bible - ISR Translation*

²⁶ **JUDGE.** A public officer, appointed to preside and to administer the law in a court of justice; the chief member of a court, and charged with the control of proceedings and the decision of questions of law or discretion. “Judge” and “justice” (q. v.) are often used in substantially the same sense. *Black’s Law, 1st Ed, 1891.*

²⁷ Article 1§1 Constitution of the Commonwealth of Pennsylvania.

²⁸ **PENNSYLVANIA LEGISLATOR’S MUNICIPAL DESKBOOK**5th Ed. (2017) “... A municipal authority is an independent agency of the Commonwealth, a part of the Commonwealth’s sovereignty. Defined as “[a] body politic and corporate,”* a municipal authority may be said to be an independent corporate agent of the Commonwealth, exercising governmental, as well as private corporate power, in assisting the Commonwealth in meeting the needs of its citizens. *53 Pa.C.S. § 5602.

²⁹ **18 U.S. Code § 4 - Misprision of felony** - Whoever, having knowledge of the actual commission of a felony cognizable by a court of the United States, conceals and does not as soon as possible make known the same to some judge or other **NUNC PRO TUNC COUNTERCLAIM / TRAVERSE of OPINION AND ORDER - DOCKET NO. 2018-CV-3716**

33. Therefore, in this CURRENT³⁰ era of statutorily franchised “human events” wherein many of the judges in this commonwealth seem to have acquiesced to a level of obsequiousness in order to find comfort in their “political bands”, Hannevig, after careful review of Judge Moyle’s OPINION, the transcribed record, and witnessing the demeanor of those whose testimony was presented and evidence admitted at the bench trial, continues her traverse of what was called their “argument” as it was presented in the Lackawanna County Court of Common Pleas, with the substance of this non pro tunc COUNTERCLAIM, and request on behalf of the DEFENDANT, Hannevig, Executrix, and conusant of a “real estate” CREDITOR - *and likewise situated, “people”* - to permanently enjoin the plaintiff and order that Affirmative Relief be GRANTED pursuant to the substantive wording recorded on the pages of the filings to this matter.

V. CONCLUSION

34. It has become evident to Hannevig that Congressional Legislators have BREACHED Article 1 §§ 3, 9 & 10 of the U.S. Constitution, and State Legislators, Article 1 §§ 1-3, 12 & 17 of the Constitution of the Commonwealth of Pennsylvania.

35. In so breaching, Judges seem to act as Arbiters³¹ for the “principals in the first degree” who have, by means of entrapment into unconscionable and adhesive contracts, pursuant to 13th Amendment provisions, been re-vening “the people” into commercial; i.e., corporate jurisdictions³² wherein subservient submission to the venue’s initiating power is enforced by those who are obsequiously complaisant with the political intent of “current” monetary policies and procedures which, pursuant to scientific Facts, observable phenomena, and Biblical verses³³ equate with the definition of “real estate”³⁴ in Pennsylvania Code.

person in civil or military authority under the United States, shall be fined under this title or imprisoned not more than three years, or both.

³⁰ **CURRENT.** When applied to money, it means "lawful;" current money is equivalent to lawful money. *Black's Law, 1st Ed. 1891.*

³¹ **ARBITRARY.** What depends on the will of the judge, not regulated or established by law. *Bacon. Bouvier's Law, 1856*

³² **CORPORATION.** 13. A sole corporation, as its name implies, consists of only one person, to whom and his successors belongs that legal perpetuity, the enjoyment of which is denied to all natural persons. Those corporations are not common in the United States. In those states, however, where the religious establishment of the church of England was adopted, when they were colonies, together with the common law on that subject, the minister of the parish was seised of the freehold, as persona ecclesiae, in the same manner as in England; and the right of his successors to the freehold being thus established was not destroyed by the abolition of the regal government, nor can it be divested even by an act of the state legislature. 14. A sole corporation cannot take personal property in succession; its corporate capacity of taking property is confined altogether to real estate. *Bouvier's Law Dictionary, 1856.*

³³ Ecclesiastes 12:6-7 - *Remember Him* before the silver cord is loosed, or the golden bowl is broken, or the jar shattered at the fountain, or the wheel broken at the well, and the dust returns to the earth as it was, and the spirit returns to Elohim who gave it. *The Scriptures 1998+*

³⁴ **Real estate**—An interest or estate in land—whether corporeal or incorporeal, whether freehold or nonfreehold, whether the land is situated in this Commonwealth or elsewhere—including leasehold interests and time share and similarly designated interests. 49 Pa. Code § 35.201. *Definitions.*+ *Remember Him* before the silver cord is loosed, or the golden NUNC PRO TUNC COUNTERCLAIM / TRAVERSE of OPINION AND ORDER - DOCKET NO. 2018-CV-3716

36. For objective verification of the foregoing facts, consider the wording of Amendment XIII. Notice that it negates “involuntary servitude” while allowing for a contractual form of “voluntary servitude” by a enforced compliance through process of which is deemed by the perpetrators to be, “appropriate legislation”, whereby, with the compliance of Arbitrators posing as Judges who, whether by misfeasance or malfeasance, obsequiously ‘aid and abet’ treason as they profit from their enforcement of the unconscionable and adhesive contracts which have been, and continue to be, enacted by legislators, on an unsuspecting people who may fear retribution for noncompliance. How it is being done is right there in the wording.

Section 1. Neither slavery nor **IN**voluntary servitude, EXCEPT as a punishment for crime whereof the party shall have been duly convicted, shall exist within the **United States Nobility**, or any place subject to **their** jurisdiction.

Section 2. Congress shall have power to enforce this article by appropriate legislation.

37. As keyed, based on the demeanor evidenced by Judge Moyle when contemporaneous expositions of constitutional objections to the procedure were voiced by Hannevig, (*see pages 76, and 90-100 of the 12/12/2019 bench trial Transcript, docketed to 2018-CIV-3716 on February 11, 2020*), whether by misfeasance or malfeasance, Judge Moyle evidenced willing participation in her aiding and abetting of a legally defined, 18 Pa. C.S. § 903 - Criminal conspiracy that was, by its interpretation based on the language of the day, covetously perpetrated by those who penned and ratified that 1787 United States Constitution in a manner whereby laws would, “by appropriate legislation”, bind the courts to enforce compliance to its subsequent 13th Amendment provisions for voluntary “servitude” into its ongoing, now international (Tp 91), attainment of an increasingly apparent “more perfect” corporate form of feudalism wherein courts would be used for their racket’s³⁵ “protection³⁶”.

38. Again, for the reasons stated, Hannevig, Conusant for the Drob Estate, with this nunc pro tunc COUNTERCLAIM, traverses the cited stile back into that jurisdiction which continues in perpetuity in accordance with Article VI of the U.S. Constitution and general contract law, the FRAUD of which is implied in the wording of the 1787 PREAMBLE which, when interpreted pursuant to Johnson’s and Webster’s definitions of the words “States” and “Esquire” between the years 1785 and 1830 evidences

bowl is broken, or the jar shattered at the fountain, or the wheel broken at the well, and the dust returns to the earth as it was, and the spirit returns to Elohim who gave it. (Ecclesiastes 12:6-7 The Scriptures 1998+)

³⁵ **Racket.** 1. A fraudulent or otherwise illegal business practice. For example, a Ponzi scheme is a racket because no service is offered: new investors simply pay old investors. 2. A company that engages in illegal or fraudulent activities. *Farlex Financial Dictionary. 2012*

³⁶ **Protection Racket.** The practice in which businesses and/or individuals in an area periodically pay money to an organized crime syndicate in return for freedom from harassment. In other words, when the money is paid, the syndicate will protect businesses from acts of violence from other groups (or from the syndicate itself. *Farlex Financial Dict. 2012*

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a systematic intent to contractually entrap unaware people into “a more perfect” corporate form of feudalism³⁷ by means of adhesive and unconscionable contracts.

39. In addition, it should be noted that since the beginning of recorded history all law has been contractual.

40. Relevant to this matter are the “moneychangers” of the 1st, 17th and 20th Centuries. Each had their political pundits, i.e., their Lawmakers; Pharisees and Sadducees in the 1st Century, Whigs and Tories in the 17th Century, Democrats and Republicans in the 20th Century and, as implied by Judge Moyle as she, figuratively, “passed the buck³⁸” to the political process on page 90, line 2 of the transcript.

THE COURT: Because, ma'am, the constitution authorizes the legislature and the political subcommittees or the political subdivisions to enact laws.

41. Contemporaneous exposition, pursuant to the constitutionally implied adjudication of commonwealth cases based on Article 1 of the Constitution of the Commonwealth of Pennsylvania, which allows for the altering, reforming or abolishing that which has become criminal, establishes for the Defendant a clear right to relief. (T pgs 68-69)

42. On (T pg 73), consistent with conusant’s concurrent jurisdiction, and upon her questioning Mr. McGraw about trespassing, Judge Moyle intervened to tell him “No. you are not answering that question”, clearly indicative of a court that has been either conquered by an occupying power or obsequiously subservient to the urgent necessity to avoid an injury (to the people of this county specifically, and the people of this nation in general) which cannot be compensated in damages.

43. Furthermore, this court has reason to know that at this juncture of history, a greater injury may result from refusing, rather than granting Hannevig the injunctive relief requested in her Non Pros relevant to that which is docketed to 2018-CV-51155. By issuing the final injunction necessary to prevent another legal wrong for which there is no adequate redress at law is, for the people in this county, is imperative.

44. In reviewing the two ordinances at issue from the Estate’s concurrent jurisdiction, Fell Township’s nuisance ordinance is unreasonable, unwarrantable, and unlawful. The estate causes no

³⁷ **Feudalism.** A series of contractual relationships between the upper classes, designed to maintain control over land. *West's Encyclopedia of American Law, edition 2. 2008*

³⁸ **Pass the buck.** To shift or reassign the blame or responsibility (for something) to another person, group, or thing. *Farlex Dictionary of Idioms. 2015*

injury, damage, hurt, inconvenience, annoyance or discomfort of any person in the legitimate enjoyment of his (or her) reasonable rights of person or property.

45. As for Fell Township Ordinance Number 3 § 1(5) pertaining to nuisances which are declared illegal: (G) Maintaining an unoccupied building in a state of disrepair may be adequately resolved by this court's adherence to their contracted and fiduciary obligations to the Article 1 § 2 people of this, the Pennsylvania commonwealth, and the Drob Estate's Executrix Hannevig, in particular by the issuance of the final injunction pursuant to 2018-CIV-51155.

46. The immediate issuance of the mandatory injunction for affirmative relief as set forth in the Default docketed to 2018-CIV-3716 on February 10, 2020 will satisfy this instant matter whereby, at no cost to the people of Fell Township, the township's current "police power" will not have to act in a capacity that will subordinate property to what the Pennsylvania Supreme Court is reported to have recognized as their seemingly complete scheme of private ownership under their system of government wherein "all property is held in subordination to the right of its ... government".

47. On page 7 of her OPINION AND ORDER, Judge Moyle, evidenced her principal Authorities' strong-armed tactics when citing *Balent v City of Wilkes Barre* 525 Pa (1995), a Pennsylvania Supreme Court decision which, when contemporaneously exposed in its reading pursuant to the historical evidence presented in this counterclaim, conveys acknowledgment of constructive fraud and crimes punishable under 18 Pa. C.S. § 903 - Criminal conspiracy and 18 U.S. Code § 2381 – Treason. Crimes such as these suggests this court take appropriate action pursuant to 18 U.S. Code § 4 - Misprision of felony and show its integrity by immediately issuing to Hannevig relief consistent with the objective evidence cited in the above captioned matter.

The township is authorized under their **police power** to act in this capacity. The Pennsylvania Supreme Court has recognized that: No matter how seemingly complete **OUR scheme of private ownership** may be under OUR system of government, **ALL property is held in subordination to the right of its reasonable regulation by the government** clearly necessary to preserve the health, safety or morals of the people...[P]roperty is held under the implied obligation that the owner shall use it in such way as not to be injurious to the community.

48. Hannevig's, reason for concern about the wording of laws enacted by legislators since the convening of Congress and its Administration under the 20th Amendment's "New Deal" government; a government that came into office on a day different than any previous administration and, has since, systematically, re-venued the American people into what appears to relate to a feudalistic form of corporate governance with which obsequious judicial compliance is gifted with notes which are foreign to the Article 1 § 10 mandate of gold and silver. This, alone, begs the question; *Was the 20th Amendment "New Deal" government in actuality a "silent coup"?*

49. Following careful review of the record, testimony presented, and evidence admitted by Judge Moyle during her 12/12/2019 bench trial and follow-up OPINION AND ORDER; Executrix Hannevig, in this counterclaim orders that a final injunction be GRANTED to her concurrent jurisdiction pursuant to the judiciary's specific performance of contemporaneous exposition in the honoring of their "obligations of contract" to the people as those contracts were intended to apply to the Life, Liberty and the pursuit of Happiness of the people of this commonwealth.

50. In so doing, Hannevig reiterates, that at no cost to the Article 1 § 2 people of Fell Township, Pennsylvania, needed repairs on the landed Drob Estate will begin.

"Fraud and justice never dwell together" (*Wing. Max.* 680), and "Things taken or captured by pirates and robbers do not change their ownership" (*1 Kent, Comm.* 108, 184).

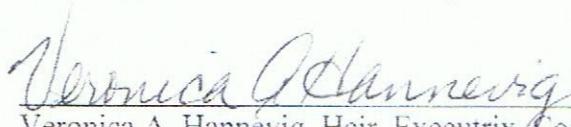
UNLAWFUL REPRESENTATIONS - From Section 26 The Securities Exchange Act of 1934

SEC. 26. No action or failure to act by the Commission or the Board of Governors of the Federal Reserve System, in the administration of this title shall be construed to mean that the particular authority has in any way passed upon the merits of, or given approval to, any security or any transaction or transactions therein, nor shall such action or failure to act with regard to any statement or report filed with or examined by such authority pursuant to this title or rules and regulations thereunder, be deemed a finding by such authority that such statement or report is true and accurate on its face or that it is not false or misleading. It shall be unlawful to make, or cause to be made, to any prospective purchaser or seller of a security any representation that any such action or failure to act by any such authority is to be so construed or has such effect. (June 6, 1934, ch. 404, title I, Sec. 26, 48 Stat. 902; Pub. L. 105-353, title III, Sec. 301(b)(5), Nov. 3, 1998, 112 Stat. 3236.)

I verify that the statements made in this affidavit are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities and/or 28 U.S.C.A. Section 1746(1), relating to unsworn declarations under the penalty of perjury.

Date: April 2, 2020

Respectfully entered, Without Prejudice


Veronica A. Hannevig, Heir, Executrix, Conusant
The Estate of John B. and Johanna (Anna) Drob

FELL TOWNSHIP, FELL TWP, by any
and all past, present and future
appellations and pleas. DEBTOR

-vs-

VERONICA HANNEVIG, et al., Conusant
The Estate of John B. and Johanna (Anna)
Drob. CREDITOR

IN THE COURT OF COMMON
PLEAS OF LACKAWANNA COUNTY

2020 APR -3 A 9:28

CLERK OF JUDICIAL
RECORDS CIVIL DIVISION

No. 2018-CV-3716

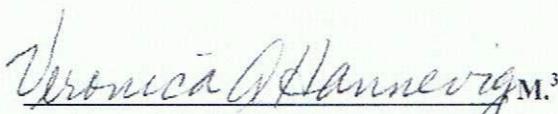
ORDER

AND NOW, this 2nd day of April, 2020, upon consideration of the responses filed in the above captioned matter, the complaints, arguments and facts thereto, relevant to the contemporaneous expositions¹ of contract law, statutes, testimony, and evidence presented to the transcribed record at the 12/12/2019 bench trial, it is hereby ORDERED and DECREED that Executrix HANNEVIG's February 10, 2020 entry of DEFAULT JUDGMENT to Docket 2018-CIV-3716 in the above captioned matters is hereby GRANTED pursuant to the specific performance² assessed in the December 5, 2018 "ADDENDUM - PRAECIPE TO ENTER DEFAULT JUDGMENT" docketed to 2018-CIV-51155 in concurrence with Judge Moyle's, OPINION AND ORDER, pg 5, "III. STANDARD OF REVIEW," which reads as follows.

"The "elements necessary to establish entitlement to a permanent injunction, are in pertinent part ... (1) a clear right to relief; (2) an urgent necessity to avoid an injury which cannot be compensated in damages; and (3) the greater injury will result from refusing, rather than granting, the injunctive relief request. ... "a court may issue a final injunction if such relief is necessary to prevent a legal wrong for which there is no adequate redress at law""

BY THE COURT:

Seal of court


Veronica Hannevig, M.³
Commonwealth Common Pleas Court

¹ CONTEMPORANEOUS EXPOSITION. The construction of a law, made shortly after its enactment, when the reasons for its passage were then fresh in the minds of the judges, is considered as of great weight: ... *Bouvier, 1856*.

² SPECIFIC PERFORMANCE. remedies. The actual accomplishment of a contract by the party bound to fulfill it. 2. Many contracts are entered into by parties to fulfill certain things, and then the contracting parties neglect or refuse to fulfill their engagements. In such cases the party grieved has generally a remedy at law, and he may recover damages for the breach of the contract; but, in many cases, the recovery of damages is an incompetent remedy, and the party seeks to recover a specific performance of the agreement. 3. It is a general rule, that courts of equity will entertain jurisdiction for a specific performance of agreements, whenever courts of law can give but an inadequate remedy; and it is immaterial whether the subject relate to real or personal estate. 4. But the rule is confined to cases where courts of law cannot give an adequate remedy. ... *A Law Dictionary, Adapted to the Constitution and Laws of the United States. By John Bouvier. Published 1856.*

³ MEDIATOR. One who interposes between parties at variance for the purpose of reconciling them.