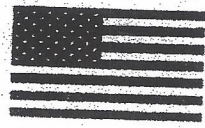




C7-13-254



THE MOORISH DIVINE AND NATIONAL MOVEMENT OF THE WORLD

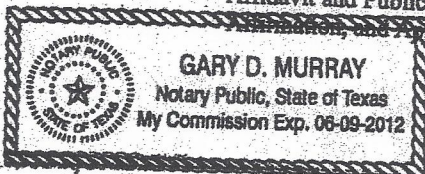
LEGAL NOTICE!
NAME DECLARATION

CORRECTION and PUBLICATION

1. Noble T Hasaan Bey, being duly Affirmed, standing squarely, Declare, and Proclaim, upon Divine Law; Nature's Law; Universal Law, Moorish Birthrights; International Law; and Constitutional Law; Declare and say:
I, being previously identified by the Union States Society of North America - U.S.A. under the colorable, Ward-ship name, William Tyrone Thomas, do hereby refute the Fraud; make Public and Publish my Corrected National Name; Declare and Affirm my true, 'Proper Person Status'; and reclaim my Rightful Social and Cultural Life of the State; in accord with my Moorish Nation of Northwest Amexem / North America - acknowledging my Birthrights. Having Lawfully and Legally Obtained and Proclaimed my Moorish Nationality and Birthright 'Name and Title'; in harmony with, in association with, and in Accord with Divine Law, the Customs; and the Laws, Rules, and Usages of The Moorish Divine and National Movement; being Aboriginal and Indigenous, and bound to the North American Continent by Heritage, by Primogeniture; by Birthright; by Natural Birth; by Freehold; and by Inheritance. Declared for the Public Record, I am returning the European cogaomen and fictitious misnomer back to the Colonial possessors of its pedigree. I am now Rightfully Declaring, Publishing, and Proclaiming my own Free National Name; Affirming my Actual, Rightful, and Civil 'In Full Life' Status; Conjoined to my Moorish American Consanguine Pedigree and National Honor. Let it be Declared, Known and Resolved that: I Am: Noble T Hasaan Bey, 'In Propria Persona' (being in my own proper person), by birthright; WITHOUT THE FOREIGN, IMPOSED COLOR-OF-LAW, OR ASSUMED DUE PROCESS of the Union States Society, pursuant to, but not limited to:

1. FREE MOORISH-AMERICAN ZODIAC CONSTITUTION: (Zodiac Constitution and Birthrights of the Moorish Americans) being Ali, Bey, El, Dey and Al), Article two (2), Paragraph two (2).
2. UNITED STATES REPUBLIC: DEPARTMENT OF JUSTICE: Moorish American Credentials: AA 222141- TRUTH A-1
3. UNITED STATES SUPREME COURT: SUPREME LAW - Acts of State
4. UNITED STATES CONSTITUTION: Article III (3), Section two (2), Amendment V (5) (Liberty clause) and Amendment IX (9) (Reservation of the Rights of the People).
5. RESOLUTION NUMBER SEVENTY-FIVE (75): Dated April 17, 1933 A.D. (MOORISH-AMERICAN SOCIETY OF PHILADELPHIA AND THE USE OF THEIR NAMES),
6. UNIVERSAL DECLARATION OF HUMAN RIGHTS - UNITED NATIONS: HUMAN RIGHTS [Article Fifteen (15)].
7. RIGHTS OF INDIGENOUS PEOPLES - UNITED NATIONS: GENERAL ASSEMBLY - Part I, Article 4.

Wherefore, I Noble T Hasaan Bey, being 'Part and Parcel' named herein, and by Birthright, Primogeniture, and Inheritance, make a Lawful and Legal Entry of Affidavit and Public Notification of Nationality, Proclamation; Name Correction Claim; Declaration, Affirmation, and Application; Herewith published for the Public Record.



I Am: Noble T Hasaan Bey
A Free and Sovereign Moorish American National, Northwest American / Africa / America
All Rights Reserved

Witness: Lindallan Thomas Bey
A Free and Sovereign Moorish American National, Northwest American / Africa / America
All Rights Reserved

Witness: Teria Garner
A Free and Sovereign Moorish American National, Northwest American / Africa / America
All Rights Reserved

DISTRICT COURT
FILED

10-16-09

JAN 31 2013

LN/ACT No. 00013

SALLY HOWE SMITH, COURT CLERK
STATE OF OKLA. TULSA COUNTY

2009 OCT 16 AM 9:18

COUNTY CLERK

OKLAHOMA Secretary of State Electronic Filing

DOMESTIC TRADE NAME ENTITY

Document Number: 71785210004 Submit Date: 7/9/2025

TRADE NAME

The trade name under which the business is carried on in Oklahoma is:
MOORISH AMERICAN CONSULATES OF AL MOROCCO FOR OKLAHOMA STATE REPUBLIC
AREA

Legal Name:
AMARA TEMPLE OF MOORISH SCIENCE ASSOC

The type of "business entity" filing the trade name report is:
Unincorporated Business

ADDRESS(ES)

Business is carried on under such Trade Name at the following address(es) where ever located:
2742 NORTH DENVER AVENUE Email - hasaanbey02@gmail.com
TULSA, OK 74106 USA

144 N COLUMBIA AVE
TULSA, OK 74110 USA

PURPOSE

Consular department of a religious and indigenous body providing consular, civic, cultural, and
diplomatic services to law abiding Moorish American Nationals living under treaty-protected status.

FUTURE EFFECTIVE DATE

Effective Date:
Same as filing date.

ATTACHMENTS

File Label	File Name and Path

SIGNATURE

Signature Name	Title
GRAND SHEIK, NOBLE T HASAAN BEY, ON BEHALF OF THE	OTHER

[End Of Image]



*Autonomous Moorish American Republic of Al-Morocco/America
Moorish Divine and National Movement of the World
Northwest Amexem/North Africa/North America/ The North Gate
Maghrib Al Aqusa
A.M.A.R.A. Temple of Moorish Science
The True and De jure Natural Peoples - Heirs of the Land*



Morocco Consular Court at the Oklahoma state republic area

Consular Jurisdiction and Venue

Available for public display @ <https://MoroccanTreaty1836.com> /Public-Notices and Bills

WRIT OF QUO WARRANTO

**Demand to Show Jurisdictional Authority
Tulsa Municipal Court – Special Appearance Only**

El Noble William Thomas-al Hasaan Bey

Moorish American National

Consular Court File No. 1446-001

Tulsa County, Oklahoma Republic, NW Amexem

In Proper Person, In Full Life, Without the U.S. Corporation
Plaintiff

v.

Cheri Harvell

Clerk of the Court / Court Administrator

Tulsa Municipal Court

600 Civic Center, 2nd Floor

Tulsa, Oklahoma Republic [74103], NW Amexem

Jack Blair

City Attorney/Corporation Counsel

175 E. 2nd Street, Suite 685

Tulsa, Oklahoma [74103] NW Amexem



Defendants

Regarding:

Citation Nos. 7957785, 7957786, 7957787, 7957788

(March 2025 – Alleged Infractions: No Seatbelt, Expired Tag, etc.)

**PEACEFUL DEMAND FOR AUTHORITY UNDER TREATY AND
CONSTITUTIONAL LAW**

Consular Court File No. 1446-001

19th day of Muharram, 1447 / July 14, 2025

Comes now, I, **El Noble William Thomas-al Hasaan Bey**, a Moorish American National and Consular Officer of the Moorish Consulate of Al-Morocco, appearing specially and not generally, without granting jurisdiction, to issue this **Writ of Quo Warranto** under the rights preserved by the following instruments:

- Treaty of Peace and Friendship (1836) – Articles VI, XVII, XX, XXV
- Vienna Convention on Consular Relations (1963) – Articles 5, 36
- U.S. Constitution, Article VI – Supremacy Clause
- Dred Scott v. Sandford, 60 U.S. 393 (1857) – Free Moors recognized (Lines 407–408)
- Hale v. Henkel, 201 U.S. 43 (1906) – Private citizens not under compelled jurisdiction
- Universal Declaration of Human Rights – Articles 13, 15, 18
- Trump v. Casa, Inc. (2025) - Status not fixed or automatic, echoing previous Moorish sworn statements
- Clearfeild Trust Co. v. United States, 318 U.S. 363 (1943) - Any government agency or official, when engaging in commercial activity (e.g., fines, licenses, citations, or demands for Federal Reserve Notes), is acting in a corporate and private capacity. Such action is outside sovereign authority and subject to contract law, UCC, and liability for trespass if no contract or jurisdiction exists
- Ware v. Hylton, 3 U.S. 199 (1796) “A treaty is a law of the land as an act of the legislature is...”
- McNutt v. General Motors, 298 U.S. 178 (1936) -- “Jurisdiction can never be assumed. It must be proven.”

FORMAL DEMAND:

By what authority (**Quo Warranto**) does this municipal court presume or exercise jurisdiction over:

- **A foreign Moorish American National, not a 14th Amendment corporate citizen?**
- **A private conveyance, not engaged in commerce, not for hire, not under state contract?**
- **A national of a recognized treaty nation, operating under consular jurisdiction?**
- **A person who has not entered contract or consent with the municipal or state authorities?**

The Moorish American People, through bloodline descent and lawful recognition by the Treaty of Peace and Friendship, 1836, are not 14th Amendment corporate "citizens of the United States," but rather nationals of the Moroccan Empire, domiciled on North American soil, governed by the treaty and our own national laws.

The Treaty of Peace and Friendship remains binding under Article VI of the U.S. Constitution, which holds treaties as the supreme law of the land.

REMEDY DEMANDED:

This court is hereby given 21 days from receipt of this Writ to answer, under full commercial and international liability:

Produce the contract or oath-bound agreement showing my voluntary submission to U.S. corporate statutes.

Produce the delegated authority or act of Congress authorizing the Tulsa Municipal Court to override treaty law.

Establish the legal nexus or injured party that justifies your statutory claim.

Respond in affidavit form, under penalty of perjury, signed by an authorized judicial officer.

FAILURE TO RESPOND

If no response is received within the above time, or if the response does not meet the demands herein:

This Writ shall stand as prima facie evidence of jurisdictional overreach,



A record of dishonor, and
Commercial and international default under treaty protections and international
due process.

FEE SCHEDULE FOR TREATY VIOLATIONS

Pursuant to Treaty of Peace and Friendship (1836), Vienna Convention on
Consular Relations (1963), and UCC 1-202 / 1-308

To All Municipal Agents, Officers, Judges, Attorneys, and Employees Acting
Under Color of Law:

Let it be known that the undersigned, **El Noble William Thomas-al Hasaan Bey**,
a Moorish American National and Consular Officer of the Moorish American
Consulates of Al-Morocco, issues this **Fee Schedule** as a commercial notice of
liability for trespasses and unauthorized jurisdictional claims upon a foreign
national protected by international treaty and consular standing.

The following liability schedule applies upon failure to rebut jurisdictional
challenge within 21 days of notice:

Violation or Action	Commercial Penalty
Failure to rebut jurisdiction (Quo Warranto)	\$10,000.00
Issuance of citation to private conveyance	\$5,000.00 per citation
Unlawful stop or detainment	\$25,000.00
Threat, coercion, or intimidation under color of law	\$10,000.00 per occurrence
Refusal to recognize treaty protections	\$50,000.00
Interference with consular registration or authority	\$75,000.00
Attempt to reclassify a Moorish national as U.S. 14th Amendment citizen (Black Male)	\$100,000.00
Denial of access to court as foreign national under treaty	\$25,000.00
Dishonor of affidavit or foreign registration record	\$5,000.00
Emotional, reputational, or	



spiritual injury to national dignity

\$100,000.00

All violations are cumulative and may be pursued by lien, commercial claim, or international complaint under treaty law upon your official and/or private capacity.

EXECUTED UNDER CONSULAR AUTHORITY

All rights reserved. No rights waived. I do not stand under U.S. municipal jurisdiction. This document is executed without prejudice per UCC 1-308.

Respectfully submitted,

19th day of Muharram, 1447 / July 14, 2025

El Noble William Thomas-al Hasaan Bey
Moorish American National
Moorish Consulate of Al-Morocco
Consular Court File No. 1446-001



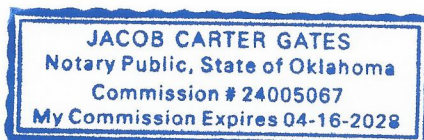
Certificate of Service

I, El Noble William Thomas -al Hasaan Bey, hereby certify that on this **19th day of Muharram, 1447 / July 14, 2025**, the enclosed Writ of Quo Warranto, with the attachments and EXHIBITS was sent via certified mail, return receipt requested, and / or hand delivery to the following recipients: **Cheri Harvell**, Clerk of the Court /Court Administrator, Tulsa Municipal Court, 600 Civic Center, 2nd Floor, Tulsa, Oklahoma Republic [74103], NW Amexem; **Jack Blair**, City Attorney/Corporation Counsel, 175 E. 2nd Street, Suite 685, Tulsa, Oklahoma [74103] NW Amexem.

Subscribed and sworn to before me this 19th day of July, 2025.

Notary/Witness: [Signature]

Commission #: 24005067



the contrary, if a Moor shall kill or wound a citizen of the United States, the law of the country shall take place, and equal justice shall be rendered, the Consul assisting at the trial; and if any delinquent shall make his escape, the Consul shall not be answerable for him in any manner whatever.

ARTICLE XXII.

If an American citizen shall die in our country, and no will shall appear, the Consul shall take possession of his effects; and if there shall be no Consul, the effects shall be deposited in the hands of some person worthy of trust, until the party shall appear who has a right to demand them; but if the heir to the person deceased be present, the property shall be delivered to him without interruption; and if a will shall appear, the property shall descend agreeable to that will as soon as the Consul shall declare the validity thereof.

ARTICLE XXIII.

The Consuls of the United States of America shall reside in any sea-port of our dominions that they shall think proper; and they shall be respected and enjoy all the privileges which the Consuls of any other nation enjoy; and if any of the citizens of the United States shall contract any debts or engagements, the Consul shall not be in any manner accountable for them, unless he shall have given a promise in writing for the payment or fulfilling thereof, without which promise, in writing, no application to him for any redress shall be made.

ARTICLE XXIV.

If any differences shall arise by either party infringing on any of the articles of this treaty, peace and harmony shall remain notwithstanding in the fullest force, until a friendly application shall be made for an arrangement, and until that application shall be rejected, no appeal shall be made to arms. And if a war shall break out between the parties, nine months shall be granted to all the subjects of both parties, to dispose of their effects and retire with their property. And it is further declared, that whatever indulgences, in trade or otherwise, shall be granted to any of the Christian Powers, the citizens of the United States shall be equally entitled to them.

ARTICLE XXV.

This treaty shall continue in full force, with the help of God, for fifty years. We have delivered this book into the hands of the beforementioned Thomas Barclay, on the first day of the blessed month of Ramadan, in the year one thousand two hundred.

I certify that the annexed is a true copy of the translation made by Ismael Carloza Nuñez, interpreter at Morocco, of the treaty between the Emperor of Morocco and the United States of America.

THEOS. BARCLAY.

ADDITIONAL ARTICLE.

Grace to the only God.
I, the under-written, the servant of God, Taher Ben Abdelkack Ten-

nish, do certify that His Imperial Majesty, thy master, (whom God preserve,) having concluded a treaty of peace and commerce with the United States of America, has ordered me, the better to complete it, and in addition of the tenth article of the treaty to declare, "That if any vessel belonging to the United States shall be in any of the ports of His Majesty's dominions, or within gun-shot of his forts, she shall be protected as much as possible; and no vessel whatever, belonging either to Moorish or Christian Powers, with whom the United States may be at war, shall be permitted to follow or engage her, as we now deem the citizens of America our good friends."

And, in obedience to His Majesty's commands, I certify this declaration, by putting my hand and seal to it, on the eighteenth day of Ramadan, (6) in the year one thousand two hundred.

The servant of the King, my master, whom God preserve,
TAHER BEN ABDELKACK TENNISH.

I do certify that the above is a true copy of the translation made at Morocco, by Ismael Cordoza Nuñez, interpreter, of a declaration made and signed by Sidi Hage Taher Tennish, in addition to the treaty between the Emperor of Morocco and the United States of America, which declaration the said Taher Tennish made by the express directions of His Majesty.

THEOS. BARCLAY.

Now, know ye, that we, the said John Adams and Thomas Jefferson, Ministers Plenipotentiary aforesaid, do approve and conclude the said treaty, and every article and clause therein contained, reserving the same nevertheless to the United States in Congress assembled, for their final ratification.

In testimony whereof, we have signed the same with our names and seals, at the places of our respective residence, and at the dates expressed under our signatures respectively.

JOHN ADAMS, [L. S.]
London, January 25th, 1787.
THEON. JEFFERSON, [L. S.]
Paris, January 1st, 1787.

MOROCCO, 1836.

TREATY WITH MOROCCO, CONCLUDED SEPTEMBER 16, 1836; RATIFIED BY THE PRESIDENT OF THE UNITED STATES JANUARY 28, 1837, AND PROCLAIMED BY HIM JANUARY 30, 1837.

In the name of God, the Merciful and Clement!

Abd
Errahman
Ismail Kesham,
whom God
excite!

seal.

(a) The Ramadan of the year of the Hegira 1200, commenced on the 28th of June, in the year of our Lord 1786.

PRAISE BE TO GOD !

This is the copy of the treaty of peace which we have made with the Americans, and written in this book ; affixing thereto our blessed seal, that, with the help of God, it may remain firm forever.

Written at Meccanah, the City of Olives, on the 3d day of the month Jumad el Jahhar, in the year of the Hegira 1252. (Corresponding to September 10, A. D. 1836.)

ARTICLE I.

We declare that both parties have agreed that this treaty, consisting of twenty five articles, shall be inserted in this book, and delivered to James R. Leib, Agent of the United States, and now their resident Consul at Tingier, with whose approbation it has been made, and who is duly authorized on their part to treat with us concerning all the matters contained therein.

ARTICLE II.

If either of the parties shall be at war with any nation whatever, the other shall not take a commission from the enemy, nor fight under their colours.

ARTICLE III.

If either of the parties shall be at war with any nation whatever, and take a prize belonging to that nation, and there shall be found on board subjects or effects belonging to either of the parties, the subjects shall be set at liberty, and the effects returned to the owners. And if any goods belonging to any nation, with whom either of the parties shall be at war, shall be loaded on vessels belonging to the other party, they shall pass free and unmolested, without any attempt being made to take or detain them.

ARTICLE IV.

A signal, or pass, shall be given to all vessels belonging to both parties, by which they are to be known when they meet at sea ; and if the commander of a ship of war of either party shall have other ships under his convoy, the declaration of the commander shall alone be sufficient to exempt any of them from examination.

ARTICLE V.

If either of the parties shall be at war, and shall meet a vessel at sea belonging to the other, it is agreed, that if an examination is to be made, it shall be done by sending a boat with two or three men only ; and if any gun shall be fired, and injury done, without reason, the offending party shall make good all damages.

ARTICLE VI.

If any Moor shall bring citizens of the United States, or their effects, to His Majesty, the citizens shall immediately be set at liberty, and the effects restored ; and, in like manner, if any Moor, not a subject of these dominions, shall make prize of any of the citizens of America or their effects, and bring them into any of the ports of His Majesty, they shall be immediately released, as they will then be considered as under His Majesty's protection.

ARTICLE VII.

If any vessel of either party shall put into a port of the other, and have occasion for provisions or other supplies, they shall be furnished without any interruption or molestation.

ARTICLE VIII.

If any vessel of the United States shall meet with a disaster at sea, and put into one of our ports to repair, she shall be at liberty to land and reload her cargo, without paying any duty whatever.

ARTICLE IX.

If any vessel of the United States shall be cast on shore on any part of our coasts, she shall remain at the disposition of the owners, and no one shall attempt going near her without their approbation, as she is then considered particularly under our protection ; and if any vessel of the United States shall be forced to put into our ports by stress of weather, or otherwise, she shall not be compelled to land her cargo, but shall remain in tranquillity until the commander shall think proper to proceed on his voyage.

ARTICLE X.

If any vessel of either of the parties shall have an engagement with a vessel belonging to any of the Christian Powers, within gun-shot of the forts of the other, the vessel so engaged shall be defended and protected as much as possible, until she is in safety ; and if any American vessel shall be cast on shore, on the coast of Wadnoon, or any coast thereabout, the people belonging to her shall be protected and assisted until, by the help of God, they shall be sent to their country.

ARTICLE XI.

If we shall be at war with any Christian Power, and any of our vessels sails from the ports of the United States, no vessel belonging to the enemy shall follow until twenty-four hours after the departure of our vessels ; and the same regulations shall be observed towards the American vessels sailing from our ports, be their enemies Moors or Christians.

ARTICLE XII.

If any ship of war belonging to the United States shall put into any of our ports, she shall not be examined on any pretence whatever, even though she should have fugitive slaves on board, nor shall the governor or commander of the place compel them to be brought on shore on any pretext, nor require any payment for them.

ARTICLE XIII.

If a ship of war of either party shall put into a port of the other, and salute, it shall be returned from the fort with an equal number of guns, not more or less.

ARTICLE XIV.

The commerce with the United States shall be on the same footing as the commerce with Spain, or as that with the most favored nation for the time being; and their citizens shall be respected and esteemed, and have full liberty to pass and repass our country and seaports whenever they please, without interruption.

ARTICLE XV.

Merchants of both countries shall employ only such interpreters, and such other persons to assist them in their business as they shall think proper. No commander of a vessel shall transport his cargo on board another vessel; he shall not be detained in port or unloading goods, or in any other labor whatever, shall be paid at the customary rates, not more and not less.

ARTICLE XVI.

In case of a war between the parties, the prisoners are not to be made slaves, but to be exchanged, one for another, captain for captain, officer for officer, and one private man for another; and if there shall prove a deficiency on either side, it shall be made up by the payment of one hundred Mexican dollars for each person wanting. And it is agreed that all prisoners shall be exchanged in twelve months from the time of their being taken, and that this exchange may be effected by a merchant or any other person authorized by either of the parties.

ARTICLE XVII.

Merchants shall not be compelled to buy or sell any kind of goods but such as they shall think proper, and may buy and sell all sorts of merchandise but such as are prohibited to the other Christian nations.

ARTICLE XVIII.

All goods shall be weighed and examined before they are sent on board; and to avoid all detention of vessels, no examination shall afterwards be made, unless it shall first be proved that contraband goods have been sent on board, in which case the persons who took the contraband goods on board shall be punished according to the usage and custom of the country, and no other person whatever shall be injured, nor shall the ship or cargo incur any penalty or damage whatever.

ARTICLE XIX.

No vessel shall be detained in port on any pretence whatever, nor be obliged to take on board any article without the consent of the commander, who shall be at full liberty to agree for the freight of any goods he takes on board.

ARTICLE XX.

If any of the citizens of the United States, or any persons under their

protection, shall have any dispute with each other, the Consul shall decide between the parties; and whenever the Consul shall require any aid or assistance from our Government to enforce his decisions, it shall be immediately granted to him.

ARTICLE XXI.

If a citizen of the United States should kill or wound a Moor, or, on the contrary, if a Moor shall kill or wound a citizen of the United States, the law of the country shall take place, and equal justice shall be rendered, the Consul assisting at the trial; and if any delinquent shall make his escape, the Consul shall not be answerable for him in any manner whatever.

ARTICLE XXII.

If an American citizen shall die in our country and no will shall appear, the Consul shall take possession of his effects; and if there shall be no Consul, the effects shall be deposited in the hands of some person worthy of trust, until the party shall appear who has a right to demand them; but if the heir to the person deceased be present, the property shall be delivered to him without interruption; and if a will shall appear, the property shall descend agreeably to that will, as soon as the Consul shall declare the validity thereof.

ARTICLE XXIII.

The Consul of the United States of America shall reside in any seaport of our dominions that they shall think proper, and they shall be respected and enjoy all the privileges which the Consuls of any other nation enjoy; and if any of the citizens of the United States shall contract any debts or engagements, the Consul shall not be in any manner accountable for them, unless he shall have given a promise in writing for the payment or fulfilling thereof, without which promise in writing no application to him for any redress shall be made.

ARTICLE XXIV.

If any differences shall arise by either party infringing on any of the articles of this treaty, peace and harmony shall remain, notwithstanding, in the fullest force, until a friendly application shall be made for an arrangement; and until that application shall be rejected, no appeal shall be made to arms. And if a war shall break out between the parties, nine months shall be granted to all the subjects of both parties to dispose of their effects and retire with their property. And it is further declared that whatever indulgence, in trade or otherwise, shall be granted to any of the Christian Powers, the citizens of the United States shall be equally entitled to them.

ARTICLE XXV.

This treaty shall continue in force, with the help of God, for fifty years; after the expiration of which term the treaty shall continue to be binding on both parties, until the one shall give twelve months' notice to the other of an intention to abandon it; in which case its operations shall cease at the end of the twelve months.

arose from a self-executing international treaty.⁵

Legislative acts trump treaty-made international law when those acts are passed subsequent to ratification of the treaty and clearly contradict treaty obligations.⁶ Thus, an act of Congress will govern in domestic courts in derogation of previous treaties.⁷

Acts of Congress should not be construed to conflict with international treaty obligations.⁸ Before the courts will impute to Congress an intention to violate the provisions of a treaty, that intention must be clearly and unequivocally manifested.⁹

The courts apply a statute according to its terms even if the statute conflicts with a prior treaty, but where fairly possible, the courts tend to construe an ambiguous statute not to conflict with a prior treaty.¹⁰

§ 16 Conflict with state law

Research References

West's Key Number Digest, Treaties ¶11

Am. Jur. Pleading and Practice Forms, Treaties §§ 3 (Complaint, petition, or declaration—To enjoin enforcement of municipal ordinance violating treaty—By resident alien), 4 (Complaint, petition, or declaration—For refund of personal property tax—Assessment in violation of treaty)

It is the necessary result of the explicit declarations of the Federal Constitution¹ that where there is a conflict between a treaty and the provisions of a state constitution or of a state statute, whether enacted prior or subsequently to the making of the treaty, the treaty will control.² In other words, a ratified treaty takes precedence over conflicting state laws under the Supremacy Clause of the United States Constitution.³ The Supremacy Clause requires invalidation of any state legislation that burdens or conflicts in any manner with any federal laws or treaties, and therefore, the determination rests on

⁵Noriega v. Pastrana, 564 F.3d 1290 (11th Cir. 2009), cert. denied, 130 S. Ct. 1002, 175 L. Ed. 2d 1098 (2010).

⁶Empresa Cubana del Tabaco v. Culbro Corp., 399 F.3d 462 (2d Cir. 2005).

⁷Pierre v. Gonzales, 502 F.3d 109 (2d Cir. 2007).

⁸Freedom to Travel Campaign v. Newcomb, 82 F.3d 1431 (9th Cir. 1996).

⁹Havana Club Holding, S.A. v. Galleon S.A., 203 F.3d 116 (2d Cir. 2000); Blanco v. U.S., 775 F.2d 53 (2d Cir. 1985).

¹⁰Fund for Animals, Inc. v. Kempthorne, 472 F.3d 872 (D.C. Cir. 2006).

[Section 16]

¹§ 4.

²Zschoernig v. Miller, 389 U.S. 429, 88 S. Ct. 664, 19 L. Ed. 2d 683 (1968); Baker v. Carr, 369 U.S. 186, 82 S. Ct. 691, 7 L. Ed. 2d 663 (1962); Grand Traverse Band of Ottawa and Chippewa Indians v. Director, Michigan Dept. of Natural Resources, 141 F.3d 635, 1998 FED App. 0109P (6th Cir. 1998); In re Estate of Meyer, 107 Cal. App. 2d 799, 238 P.2d 597 (2d Dist. 1951).

³Camphor Technologies, Inc. v. Biofer, S.P.A., 50 Conn. Supp. 227, 916 A.2d 142 (Super. Ct. 2007).

whether the state law impermissibly interferes with federal law and is thus preempted.⁴ State law must yield when it is inconsistent with, or impairs the policy or provisions of, a treaty or of an international compact or agreement.⁵ Indeed, a treaty preempts inconsistent state law,⁶ but a treaty may not be construed as preempting state law or any court procedures in the absence of a clear intent to do so.⁷

Although the preemption of state laws by a treaty is generally disfavored,⁸ nevertheless, the provisions of the treaty supersede and render nugatory all conflicting provisions in the laws or constitution of any state.⁹ Moreover, a treaty implemented by a federal statute overrides a state law or judgment.¹⁰

Even sole-executive agreements override inconsistent state law.¹¹ Valid executive agreements are accorded the same status as treaties and, consequently, may preempt state law if they impair the effective exercise of the nation's foreign policy.¹²

Where state laws conflict with a treaty, they must bow to the superior federal policy.¹³ Also, the power of a State to refuse enforcement of rights based on a foreign law that runs counter to its public policy must give way before a superior federal policy evidenced by a treaty or international compact or agreement.¹⁴

A treaty does not automatically supersede local laws that are inconsistent with it unless the treaty provisions are self-executing.¹⁵ The language of a treaty, wherever reasonably possible, will be construed so as not to override state laws or to impair rights arising under

⁴*State v. Gonzalez-Perez*, 997 So. 2d 1 (La. Ct. App. 1st Cir. 2008), writ denied, 23 So. 3d 930 (La. 2009).

⁵*Ex parte Medellin*, 223 S.W.3d 315 (Tex. Crim. App. 2006), aff'd, 552 U.S. 491, 128 S. Ct. 1346, 170 L. Ed. 2d 190 (2008).

⁶*Ventress v. Japan Airlines*, 486 F.3d 1111 (9th Cir. 2007).

⁷*In re Guardianship of Ariana K.*, 120 Cal. App. 4th 690, 15 Cal. Rptr. 3d 817 (2d Dist. 2004), as modified, (July 14, 2004).

⁸*Sompo Japan Ins., Inc. v. Nippon Cargo Airlines Co., Ltd.*, 522 F.3d 776 (7th Cir. 2008).

⁹*Clark v. Allen*, 331 U.S. 503, 67 S. Ct. 1431, 91 L. Ed. 1633, 170 A.L.R. 953 (1947); *State v. Arthur*, 74 Idaho 251, 261 P.2d 135 (1953); *Hanafi v. McCarthy*, 95 N.H. 36, 57 A.2d 148 (1948); *Techt v. Hughes*, 229 N.Y. 222, 128 N.E. 185, 11

A.L.R. 166 (1920).

¹⁰*Altamiranda Vale v. Avila*, 538 F.3d 581 (7th Cir. 2008).

¹¹*Ungaro-Benages v. Dresdner Bank AG*, 379 F.3d 1227 (11th Cir. 2004) (Foundation Agreement between United States and Germany establishing foundation to hear claims brought by victims of Nazi regime).

¹²*Ex parte Medellin*, 223 S.W.3d 315 (Tex. Crim. App. 2006), aff'd, 552 U.S. 491, 128 S. Ct. 1346, 170 L. Ed. 2d 190 (2008).

¹³*Lim v. Offshore Specialty Fabricators, Inc.*, 404 F.3d 898 (5th Cir. 2005).

¹⁴*Kolovrat v. Oregon*, 366 U.S. 187, 81 S. Ct. 922, 6 L. Ed. 2d 218 (1961); *U.S. v. Pink*, 315 U.S. 203, 62 S. Ct. 552, 86 L. Ed. 796 (1942).

¹⁵*Sharifi v. State*, 993 So. 2d 907 (Ala. Crim. App. 2008); *Sei Fujii v. State*, 38 Cal. 2d 718, 242 P.2d 617 (1952).

them,¹⁶ and a treaty will be carefully construed so as not to derogate from the authority and jurisdiction of a state unless such a result is clearly necessary to effectuate the national policy.¹⁷ Thus, the effect of a treaty is not to nullify a conflicting statute but rather to suspend it in its application to a citizen of the country with which the treaty is made.¹⁸

A treaty is supreme only when it is made in pursuance of that authority that has been conferred on the treaty-making department, and in relation to those subjects, the jurisdiction over which has been exclusively entrusted to Congress.¹⁹

It is well settled that a treaty provision will not operate to supersede or suspend a state statute if the treaty is not self-executing and if no implementing legislation has been enacted.²⁰

When there is no conflict between a treaty and state law, the state law remains unaffected.²¹

A treaty entered into by the United States is binding on Puerto Rico and cannot be overridden by the Puerto Rican legislature.²²

§ 17 Conflict with state law—Presumptions and inferences

Research References

West's Key Number Digest, Treaties ☞11

The presumption is against any intention on the part of the federal government to invade by treaty the province of state law in matters inherently local.¹ Treaties with foreign countries must be held to have been made with reference to the rightful exercise of the police power by the different states in aid of the protection and preservation of the

¹⁶Guaranty Trust Co. of New York v. U.S., 304 U.S. 126, 58 S. Ct. 785, 82 L. Ed. 1224 (1938); Wyers v. Arnold, 347 Mo. 413, 147 S.W.2d 644, 134 A.L.R. 876 (1941).

¹⁷U.S. v. Pink, 315 U.S. 203, 62 S. Ct. 552, 86 L. Ed. 796 (1942).

¹⁸Ahrens v. Ahrens, 144 Iowa 486, 123 N.W. 164 (1909); In re Stixrud's Estate, 58 Wash. 339, 109 P. 343 (1910).

¹⁹§ 5.

²⁰Cameron Septic Tank Co. v. City of Knoxville, 227 U.S. 39, 33 S. Ct. 209, 57 L. Ed. 407 (1913); Sei Fujii v. State, 39 Cal. 2d 713, 242 P.2d 617 (1952); Milliken v. State, 131 So. 2d 889 (Fla.

1961).

²¹Hamilton v. Regents of the University of Calif., 293 U.S. 245, 55 S. Ct. 197, 79 L. Ed. 343 (1934); Todek v. Union State Bank of Harvard, Neb., 281 U.S. 449, 50 S. Ct. 363, 74 L. Ed. 956 (1930); In re Servas' Estate, 169 Cal. 240, 146 P. 651 (1915).

²²Bacardi Corporation of America v. Domenech, 311 U.S. 150, 61 S. Ct. 219, 85 L. Ed. 98 (1940).

[Section 17]

¹In re Servas' Estate, 169 Cal. 240, 146 P. 651 (1915); In re Lis' Estate, 120 Minn. 122, 139 N.W. 300 (1912).

public health within their respective borders.² It may be inferred from the decisions of the United States Supreme Court that a treaty will, if possible, be given a restricted construction where a broader construction would infringe upon a special power of the state over the subject matter.³

III. CONSTRUCTION

Research References

West's Key Number Digest
Treaties ⇨7, 8

A.L.R. Library
A.L.R. Index, Treaties
West's A.L.R. Digest, Treaties ⇨7, 8

Forms

Am. Jur. Pleading and Practice Forms, Treaties §§ 7, 8

§ 18 Generally

Research References

West's Key Number Digest, Treaties ⇨7, 8

The interpretation of a treaty should be guided by principles similar to those governing statutory interpretation.¹ Also, certain technical rules of interpretation have been adopted to explain the meaning of international compacts in cases of doubt.² Moreover, where a statute and treaty pertain to the same subject matter, they must be read so as to give effect to both if at all possible.³

The interpretation of a treaty, like the interpretation of a statute, begins with the text of the treaty⁴ and the context in which the writ-

²*Compagnie Francaise de Navigation a Vapeur v. State Board of Health*, 51 La. Ann. 645, 25 So. 591 (1899), *aff'd*, 186 U.S. 380, 22 S. Ct. 811, 46 L. Ed. 1209 (1902).

³*Heim v. McCall*, 239 U.S. 175, 36 S. Ct. 78, 60 L. Ed. 206 (1915); *Patson v. Com. of Pennsylvania*, 232 U.S. 138, 34 S. Ct. 281, 58 L. Ed. 539 (1914).

[Section 18]

¹*Collins v. National Transp. Safety Bd.*, 351 F.3d 1246 (D.C. Cir. 2003).

²*Universal Adjustment Corp. v. Midland Bank, Ltd., of London, England*,

281 Mass. 303, 184 N.E. 152, 87 A.L.R. 1407 (1933); *Maierano v. Baltimore & O. R. Co.*, 216 Pa. 402, 65 A. 1077 (1907), *aff'd*, 213 U.S. 268, 29 S. Ct. 424, 53 L. Ed. 792 (1909).

³*Jamieson v. C.I.R.*, T.C. Memo. 2008-118, T.C.M. (RIA) P 2008-118 (2008), *aff'd*, 584 F.3d 1074 (D.C. Cir. 2009).

⁴*Abbott v. Abbott*, 130 S. Ct. 1983, 176 L. Ed. 2d 789 (2010); *Medellin v. Texas*, 552 U.S. 491, 128 S. Ct. 1346, 170 L. Ed. 2d 190 (2008); *Mora v. New York*, 524 F.3d 183 (2d Cir. 2008); *Delta Air Lines, Inc. v. Chimet, S.p.A.*, 619 F.3d 288 (3d Cir. 2010); *U.S. v. Jeong*, 824

reside in a foreign country.⁹

§ 22 Practical construction

Research References

West's Key Number Digest, Treaties §7, 8

Construction and Application of Political Question Doctrine by State Courts,
9 A.L.R.6th 177

Where a provision in a treaty is ambiguous, the court in construing it may appropriately look to the practical construction that has been placed upon it.¹ The practice of a treaty's signatories counts as evidence of the treaty's proper interpretation since the signatories' conduct generally evinces their understanding of the agreement that they signed.² The view has been expressed earlier that the construction given to a treaty in practice, especially when such practical construction is of long standing, will be adopted by the courts and that the political department having interpreted the compact, such interpretation is deemed to be binding on the judiciary.³ While it may seem that the same thought has been repeated,⁴ doubt has been cast upon the universal applicability of such rule,⁵ inasmuch as it has been said that the question of the construction of treaties is peculiarly judicial in its nature,⁶ although the courts, when called upon to act, should be careful to see that the construction placed upon a treaty and consistently adhered to by the executive department of the federal government, charged with the supervision of foreign relations, while not conclusive on the courts, is given much weight.⁷ The rule as to contemporary construction never applies where titles or personal

⁹Moody v. Hagen, 36 N.D. 471, 162 N.W. 704 (1917), aff'd, 245 U.S. 633, 38 S. Ct. 133, 62 L. Ed. 522 (1917).

[Section 22]

¹Pigeon River Imp., Slide & Boom Co. v. Charles W. Cox, Ltd., 291 U.S. 138, 54 S. Ct. 361, 78 L. Ed. 695 (1934); U.S. v. Decker, 600 F.2d 733 (9th Cir. 1979); Pielage v. McConnell, 516 F.3d 1282 (11th Cir. 2008).

²U.S. v. Stuart, 489 U.S. 353, 109 S. Ct. 1183, 103 L. Ed. 2d 388 (1989); Sea Hunt, Inc. v. Unidentified Shipwrecked Vessel or Vessels, 221 F.3d 634 (4th Cir. 2000).

³Nielsen v. Johnson, 279 U.S. 47, 49 S. Ct. 223, 73 L. Ed. 607 (1929).

⁴Pigeon River Imp., Slide & Boom Co. v. Charles W. Cox, Ltd., 291 U.S. 138, 54 S. Ct. 361, 78 L. Ed. 695 (1934); Universal Adjustment Corp. v. Midland Bank, Ltd., of London, England, 281 Mass. 303, 184 N.E. 152, 87 A.L.R. 1407 (1933).

⁵Pigeon River Imp., Slide & Boom Co. v. Charles W. Cox, Ltd., 291 U.S. 138, 54 S. Ct. 361, 78 L. Ed. 695 (1934).

⁶Hamilton v. Erie R. Co., 219 N.Y. 343, 114 N.E. 399 (1916).

⁷El Al Israel Airlines, Ltd. v. Tsui Yuan Tseng, 525 U.S. 155, 119 S. Ct. 662, 142 L. Ed. 2d 576 (1999); State of Minn. by Alexander v. Block, 660 F.2d 1240 (8th Cir. 1981); DuPree v. U.S., 559 F.2d 1151 (9th Cir. 1977).

rights would be impaired.³

§ 23 Intent

Research References

West's Key Number Digest, Treaties ⇨7, 8

The ascertainment of intent is the fundamental rule by which the courts are guided in the interpretation of treaties.¹ Indeed, when interpreting treaties, the courts generally look for a clear statement of the intent of the treaty drafters.² When construing a treaty, effect must be given to the intent of both signatories.³

The treaty's language provides the best evidence of the intent of the parties.⁴ Where the language of the treaty clearly expresses its meaning and intention, no other means of interpretation may be employed.⁵ Although the preamble to a treaty is not part thereof, it may be considered in construing the intent of the party.⁶ A sensible and reasonable effect must be given unless the wording of the treaty forbids, and the cognate rules of international law and of legislation of the government may be considered.⁷ The intention of the parties is to be gathered from the whole instrument as it stood when the ratifications were exchanged.⁸

When interpreting a treaty, the clear import of the treaty language controls unless an application of the words of the treaty according to their obvious meaning effects a result inconsistent with the intent or expectations of its signatories.⁹

A treaty will not be held to divest a state of land unless the inten-

¹Charlton v. Kelly, 229 U.S. 447, 33 S. Ct. 345, 57 L. Ed. 1274 (1913).

[Section 23]

²MacNamara v. Korean Air Lines, 863 F.2d 1135 (3d Cir. 1988); Board of County Com'rs of Dade County, Fla. v. Aerolineas Peruanas, S. A., 207 F.2d 802 (5th Cir. 1962); U.S. v. Kember, 685 F.2d 451, 9 Fed. R. Evid. Serv. 1583 (D.C. Cir. 1982); Lazarou v. Moraros, 101 N.H. 383, 143 A.2d 669 (1958).

³Mora v. New York, 524 F.3d 183 (2d Cir. 2008).

⁴National Westminster Bank, PLC v. U.S., 512 F.3d 1347 (Fed. Cir. 2008).

⁵Avero Belgium Ins. v. American Airlines, Inc., 423 F.3d 73 (2d Cir. 2005).

⁶Maximov v. U.S., 373 U.S. 49, 83

S. Ct. 1054, 10 L. Ed. 2d 184 (1963); U.S. v. Duarte-Acero, 208 F.3d 1282 (11th Cir. 2000).

⁷Lazarou v. Moraros, 101 N.H. 383, 143 A.2d 669 (1958).

⁸Ross v. Pan American Airways, 299 N.Y. 88, 85 N.E.2d 980, 13 A.L.R.2d 319 (1949); Hamilton v. Erie R. Co., 219 N.Y. 343, 114 N.E. 399 (1916).

⁹§ 25.

¹⁰U.S. v. Lomeli, 596 F.3d 496 (8th Cir. 2010); National Westminster Bank, PLC v. U.S., 512 F.3d 1347 (Fed. Cir. 2008); Air China Ltd. v. San Mateo County, 174 Cal. App. 4th 14, 93 Cal. Rptr. 3d 893 (1st Dist. 2009), as modified on denial of reh'g, (June 16, 2009) and review denied, (Aug. 26, 2009).



*Autonomous Moorish American Republic of Al-Morocco/America
Moorish Divine and National Movement of the World
Northwest Amexem/North Africa/North America/ The North Gate*



Morocco Consular Court at the Oklahoma state republic area

AFFIDAVIT OF EVIDENTIARY RECORD AND ADMINISTRATIVE HISTORY

OFFICIAL COPY OF SAMPLES FROM THE RECORDS STEMMING
FROM THE SWORN STATEMENT OF SEIZING OFFICER
THAT LED TO THE FILING AND DISMISSAL
OF THE 2010, 1208652 CASE: FAIL TO ID-FLSE/FICT INFO
IN THE RECORDS OF TARRANT COUNTY TEXAS STATE REPUBLIC

In Support of Foreign Consular Standing and Rebuttal of Presumed Jurisdiction

Affiant: El Noble William Thomas al-Hasaan Bey
Indigenous Moorish American National of Morocco
Consular Officer, Moorish American Consulate of Al Morocco
c/o: [Private Location, non-domestic]
Al Morocco, North America
Website : www.MoroccanTreaty1836.com



Comes now, I, El Noble William Thomas al-Hasaan Bey, in my natural, indigenous Moorish American capacity and in my official consular role under the protections of the Treaty of Peace and Friendship (1836) between the Moroccan Empire and the United States, do solemnly affirm and declare the following:

I. INTRODUCTORY STATEMENT

- I am over the age of 21 and competent to testify to the facts herein.
- I am not a 14th Amendment U.S. citizen or subject to federal municipal

jurisdiction, and I stand under the protection of international law, treaty law, and indigenous right.

- I submit this sworn Affidavit as part of an official evidentiary record that supports my claim of foreign consular status, private nationality, and prior municipal error concerning my status and property.

II. EXHIBITS FROM TARRANT COUNTY, TEXAS (2013–PRESENT)

Exhibit A:

Arlington, Texas Police Department Allegation – Failure to Identify / Fictitious Information

— True copy of citations / charges (Offense No. 100049288) alleging that the Affiant provided fictitious information during a stop. These charges was later dismissed, as documented in subsequent exhibits.

Exhibit B:

Sworn Statement of Seizing Officer

— True copy of the Affidavit / written statement submitted by the officer who engaged in the stop and seizure. This exhibit establishes their assumptions and official actions taken.

Exhibit C:

Affiant's Filed Motion to Dismiss

— True copy of a lawful response from the Affiant challenging jurisdiction and identifying the legal error in treating the Affiant as a U.S. citizen. Said motions were unrebutted or resulted in dismissal.

Exhibit D:

Official Letter from Arlington, Texas Returning Moorish IDs and License Plates

— Direct evidence that the City returned Moorish or foreign identifiers (license plates and/or consular ID), thereby acknowledging their lack of lawful authority over same.

Exhibit E:

Oath of Office of the Seizing Officer and Presiding Judge

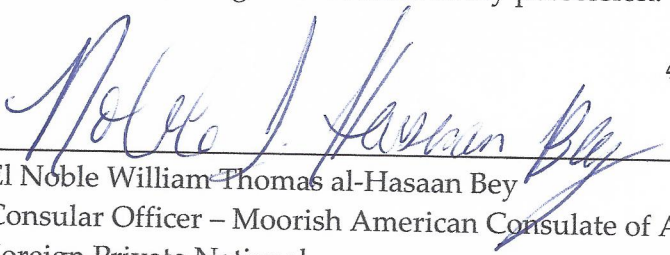
— Publicly filed oaths confirming the officials' duty to uphold both the Constitution and treaty law. These demonstrate a failure to adhere to their obligations when violating the Affiant's rights.

III. LEGAL FOUNDATION AND RELEVANCE

- These records evidence a pattern of misidentification, improper assertion of jurisdiction, and eventual administrative correction when confronted with treaty-based objections.
- The return of IDs and dismissal of charges serve as tacit or express acknowledgment that the Affiant was acting in a private or foreign consular capacity.
- These documents are now presented to prevent repetition of such jurisdictional overreach in current or future matters, including citations, seizures, or prosecution by municipal or corporate entities.
- Affiant further invokes Article IV, Section 1 of the Constitution for the United States of America (1789), commonly referred to as the "**Full Faith and Credit Clause**," whereby all public acts, records, and judicial proceedings, including certified instruments recorded in the public record of the State of Texas (e.g., Tarrant County), must be given full recognition, validity, and enforcement in all other jurisdictions, including but not limited to the **State of Oklahoma** and its municipal court.

IV. AFFIRMATION

I, El Noble William Thomas al-Hasaan Bey, do affirm under penalty of perjury, and in accordance with my Moorish customs, that the foregoing is true, correct, and based on firsthand knowledge and records in my possession.


El Noble William Thomas al-Hasaan Bey
Consular Officer – Moorish American Consulate of Al Morocco
Foreign Private National

4th day of Safar, 1447 / July 29, 2025



This document is issued under the Seal of the Moorish American Consulate General of the Moroccan Empire in Al-Morocco, and constitutes a foreign consular notice under international & Treaty Law.


02-04-1447


Exhibit A.

Arrest No. P00339150
Offense No. 100049288

ADULT WARNING

STATE OF TEXAS
COUNTY OF TARRANT

Before me, the undersigned magistrate, personally appeared:
THOMAS, WILLIAM TYRONE who is in the custody of the Arlington
Police Dept, and said person was given the following warning by me:
1. You are charged by ... Arlington PD ... with the offense of
FAIL TO ID FALSE/FICTITIOUS INFO

- An affidavit has has not been filed in connection with this offense.
2. You have the right to hire a lawyer and have that lawyer present with you before and during any interview and/or questioning by peace officers or attorneys representing the state.
 3. If you cannot afford a lawyer, you have the right to have a lawyer appointed for you and to have that lawyer with you before and during any interview or questioning and to represent you in court. If you want a lawyer appointed for you, you will be required to provide information as to your financial status. You will be given the forms needed and assistance to complete the forms.
 4. You have the right to remain silent. You do not have to speak to the police.
 5. You are not required to make any statement, and any statement that you make may be used as evidence against you.
 6. You have the right to stop an interview or questioning at any time. If you decide to answer questions, you may stop answering at any time.
 7. If charged with a felony, you have the right to an examining trial.
 8. If you are not a U.S. citizen, you may have your country's Consular representative in the U.S. notified you have been arrested/detained. Notification to the Consular's office will be made as soon as possible. You are advised that your arrest and/or conviction may be grounds for deportation and may prohibit you from re-entering the United States.

I ACKNOWLEDGE THAT I RECEIVED THE ABOVE WARNINGS AND UNDERSTAND MY RIGHTS AS EXPLAINED.

Your bail is set at 1000.00
750.00 net
~~No bond available~~
Place of warning: Arlington PD

X REFUSED
Person Warned

Whelton
Witness Name and Agency

..... Interpreter
..Spanish ..Vietnamese ..Other.....

I, the undersigned Magistrate, have ~~have not~~ found probable cause for the continued detention of the above-named defendant on the charge(s) specified and I certify that the Defendant appeared before me on this date and was informed of his/her rights pursuant to Art/15.17, Texas Code of Criminal Procedure.

8-1-10
DATE

.....
TIME

[Signature]
JUDGE, CITY OF ARLINGTON
TARRANT COUNTY, TEXAS

Exhibit A

Arrest No. P00339150
Offense No. 100049288

ADULT WARNING

STATE OF TEXAS
COUNTY OF TARRANT

Before me, the undersigned magistrate, personally appeared:
THOMAS, WILLIAM TYRONE who is in the custody of the Arlington
Police Dept, and said person was given the following warning by me:
1. You are charged by ARLINGTON PD with the offense of
TAMPER W/ GOVT RECD LIC/SEAL DEFRAUD 7399

- An affidavit has has not been filed in connection with this offense.
2. You have the right to hire a lawyer and have that lawyer present with you before and during any interview and/or questioning by peace officers or attorneys representing the state.
 3. If you cannot afford a lawyer, you have the right to have a lawyer appointed for you and to have that lawyer with you before and during any interview or questioning and to represent you in court. If you want a lawyer appointed for you, you will be required to provide information as to your financial status. You will be given the forms needed and assistance to complete the forms.
 4. You have the right to remain silent. You do not have to speak to the police.
 5. You are not required to make any statement, and any statement that you make may be used as evidence against you.
 6. You have the right to stop an interview or questioning at any time. If you decide to answer questions, you may stop answering at any time.
 7. If charged with a felony, you have the right to an examining trial.
 8. If you are not a U.S. citizen, you may have your country's Consular representative in the U.S. notified you have been arrested/detained. Notification to the Consular's office will be made as soon as possible. You are advised that your arrest and/or conviction may be grounds for deportation and may prohibit you from re-entering the United States.

I ACKNOWLEDGE THAT I RECEIVED THE ABOVE WARNINGS AND UNDERSTAND MY RIGHTS AS EXPLAINED.

Your bail is set at 5000.00

X REFUSED
Person Warned

~~No bond Available~~
Place of warning: Arlington PD

Shelton
Witness Name and Agency

..... Interpreter
...Spanish ...Vietnamese ...Other.....

I, the undersigned Magistrate, have ~~have not~~ found probable cause for the continued detention of the above-named defendant on the charge(s) specified and I certify that the Defendant appeared before me on this date and was informed of his/her rights pursuant to Art/15.17, Texas Code of Criminal Procedure.

8-1-10
DATE TIME

Ray A. Smith
JUDGE, CITY OF ARLINGTON
TARRANT COUNTY, TEXAS

SWORN STATEMENT OF SEIZING OFFICER

I, Officer Deary #2385, hereinafter referred to as AFFIANT, am over eighteen (18) years of age, have personal knowledge of the facts stated below through my personal observations and investigations of this case, and state under oath that the following statement is true and correct:

I am a Peace Officer under the laws of the State of Texas, and am employed by the Arlington Police Department, a law enforcement agency, currently assigned to the Arlington Police Department Patrol Division and do hereby acknowledge that under the authority of chapter 59 of the Texas Code Of Criminal Procedure, I seized the property listed on the attached schedule of seized property, which by this reference is made a part hereof and incorporated herein for all purposes, and I do further state under oath my factual and legal reasons for seizure of said listed property are as follows:

On July 31, 2010 I, your Affiant, was in police uniform, working routine patrol driving a marked patrol car. I was in the area of 400 W. Sanford in Arlington, Tarrant County, Texas and saw a blue Mercedes that displayed a fictitious laminated plate parked in a parking lot. This particular plate had on it the words "Moorish National." I had been briefed on this particular group that they do not think they are subject to Texas penal laws or the United States Constitution. I was also briefed that they are known to resist officers during arrest and that they are known to give fictitious or false information to identify themselves. I requested another unit as I set up surveillance on the vehicle. A few minutes later the vehicle exited the parking lot onto a public street, to wit Indiana, had traveled south. I got behind the vehicle and initiated a traffic stop for the traffic violation of the fictitious license plate by using my overhead lights at the intersection of Indiana and W. North Street. The vehicle turned east bound on North Street and ran the stop sign at North and NL Robinson. I could see the driver's eyeballs as he was looking in his rearview mirror at me, and it appeared that he was making a conscious choice to not stop his vehicle. The vehicle continued eastbound. Prior to the intersection of North and Center Street I activated my siren to further get the driver's attention. The vehicle failed to stop at the stop sign at North and Center Street. I continued to follow as the vehicle turned north on N East Street Arlington, Tarrant County, Texas, failing to signal the left turn. The vehicle pulled into a driveway at 407 N. East Street and came to a stop. The driver had evaded me for 7 ½ blocks. Back up officers arrive to assist with securing the occupants of the vehicle.

The driver verbally identified himself as Bay, Hasaan B/M and would not give officers his birth date. He also stated to Officer Loza #2442 "I don't observe the laws and I don't

have to stop for you" Officers were able to identify the driver as Thomas, Hasaan 08/10/1995, after speaking to his mother in Tulsa Oklahoma.

The front seat passenger was identified as Crear, James B/M 04/28/1971 and was arrested on an outstanding warrant.

The back seat passenger was identified as Dekic, Edin W/M 09/27/1985. Officer Cornwell #2394 interviewed Dekic who said he had been in the park and had been recognized by some of the individuals that were involved in this incident. They knew he was homeless and offered to take him home and give him something to eat. He said prior to leaving the parking lot the arrestees pointed at a patrol car sitting in a church parking lot across the way. Dekic asked them if everything was okay and they stated that it was. Dekic said when they left the parking lot he observed the police car behind them attempting to pull them over and they kept going. Dekic asked them to stop and asked them why they weren't stopping and he said the passenger in the vehicle told the driver not to stop and to go to their house at 407 N East and to run a stop sign. Dekic said he thought about jumping out of the vehicle when it came to a stop but since it never stopped he was not able to do so. Dekic was allowed to leave the scene without incident.

During the traffic stop at 407 N East Officer Loza saw a B/F and B/M come out of the front door of this location. From a bulletin he had read he immediately recognized her as Mosee, Ashley 12/10/88 and knew she had possible warrants out of Arlington. Officer Loza approached her and detained her based on the warrants. She identified herself verbally as Bey, Lindalleh. She possess a Texas identification card under the name Mosee, Ashley Beth B/F 12/10/88. The B/M identified himself as Bay, Noble Hasaan and refused to give his date of birth. He was arrested and in his wallet was a fake ID with Moors National on it, which had the name of Noble Hasaan Bay. He was later identified as Thomas, William Tyrone 3/18/1972.

Thomas, Hasaan was charged with Evading arrest/vehicle and failed to Identify.
Mosee, Ashley was charged with failed to identify/fugitive and warrants.
Thomas, William Tyrone was charged with failed to identify and tamper with government record.

The 1984 blue Mercedes-Benz that was driven by Thomas, Hasaan to evade police displayed Vehicle Identification Number WDBCA37A8EA009961. The vehicle is registered to William Thomas and was seized for forfeiture.

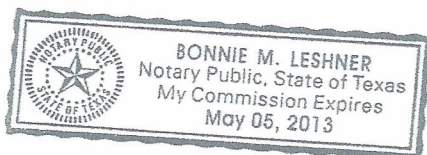
AFFIANT seized all the property listed on the attached Schedule of Seized Property as AFFIANT contends said property was used in the commission of a felony under Chapter 38.04 of the Texas Penal Code.

NATHAN DEARY #2385
SEIZING OFFICER

ARLINGTON POLICE DEPARTMENT
AGENCY

08/24/2010
DATE

SUBSCRIBED AND SWORN TO BEFORE ME, THE UNDERSIGNED
NOTARY PUBLIC, ON THIS THE 24th DAY OF August, 2010.



Bonnie M Leshner
NOTARY PUBLIC, STATE OF TEXAS

SEAL

05-05-2013
COMMISSION EXPIRES

SCHEDULE OF SEIZED PROPERTY

- 1) 1984 blue Mercedes-Benz Vehicle Identification Number WDBCA37AEA009961

Exhibit D

CAUSE NUMBER 120 8652

THE STATE OF TEXAS

IN COUNTY CRIMINAL

VS.

COURT NUMBER 1

William Thomas

TARRANT COUNTY, TEXAS

MOTION TO DISMISS

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COMES the State of Texas by and through her Criminal District Attorney and respectfully requests the Court to dismiss the above and numbered action for the reason:

- | | |
|--|--|
| <input type="checkbox"/> DM01 | Insufficient Evidence. Specify: |
| <input type="checkbox"/> DM02 | The defendant was convicted in cause number _____ on the ____/____, 200__. |
| <input type="checkbox"/> DM03 | The complaining witness has requested dismissal—affidavit on file. |
| <input type="checkbox"/> DM04 | The case has been refiled/reindicted as cause number _____. |
| <input type="checkbox"/> DM05 | The defendant has never been apprehended. |
| <input type="checkbox"/> DM06 | The defendant is deceased—death certificate on file. |
| <input type="checkbox"/> DM07 | Defendant granted immunity for testimony. |
| <input checked="" type="checkbox"/> DM08 | Other. Specify: <u>Interest of Justice</u> |
| <input type="checkbox"/> DM09 | Prosecution is barred by the <u>Speedy Trial Act</u> . |
| <input type="checkbox"/> DM10 | The defendant has been placed in the deferred prosecution program. |
| <input type="checkbox"/> DM11 | The defendant has completed defensive driving school. |
| <input type="checkbox"/> DM12 | The defendant will pay court costs. |
| <input type="checkbox"/> DM13 | The defendant has completed deferred adjudication. |

WHEREFORE, it is prayed that the above and entitled and numbered cause be dismissed.

Respectfully submitted,

FILED

OCT 27 2010

COUNTY CLERK, TARRANT CO., TEXAS
BY _____ DEPUTY

JOE SHANNON, JR.
CRIMINAL DISTRICT ATTORNEY

L. Henderson
ASSISTANT CRIMINAL DISTRICT ATTORNEY

The foregoing petition having been presented to me on this the 27 of Oct, A.D., 2010, and the same having been considered, it is therefore ORDERED, ADJUDGED AND DECREED that said above entitled and numbered cause be and the same is hereby dismissed.

Sherry Hill
JUDGE PRESIDING

Exhibit E.

Arlington Police Department
Property-Evidence Section (8150 04-0330)
P. O. Box 1065
Arlington, Texas 76010
(817) 459 - 5720

Monday, September 27, 2010

WILLIAM TYRONE THOMAS
407 N EAST ST
ARLINGTON TX 76011

To whom it may concern;

The Arlington Police Department located at 620 West Division, Arlington, Tarrant County, Texas, has in its possession property which we have reason to believe belongs to you. In addition, we ask that you read this entire letter as it lists special notices that apply to the reclamation of firearms and deadlines for property retrieval.

Offense number: **100049288**

The Property is: LICENSE PLATES, ID'S , PHONES

NOTICE: An acceptable valid picture I.D. MUST be presented to retrieve the items. Other arrangements for retrieval must be pre-approved by this office. A Criminal History check WILL be performed prior to the release of firearms and convictions for specified State and Federal offenses will negate the release.

PROPERTY NOT CLAIMED WITHIN TIME LIMITS SPECIFIED IN THE CITY OF ARLINGTON ORDINANCES OR THE TEXAS CODE OF CRIMINAL PROCEDURE (AS APPLICABLE) SHALL BE DISPOSED OF ACCORDINGLY. (Bring this letter to the Property / Evidence Office along with valid I. D. to claim property.)

Hours for Pick Up:
8am - 5:00 pm M,T,TH
8am - Noon Wed.
Closed Fridays

In the name and by the authority of

The State of Texas

OATH OF OFFICE

FILED
TARRANT COUNTY TEXAS
2007 JAN -5 A 9:54
SUZANNE HENDERSON
COUNTY CLERK
BY *Sherry Hill*

I, Sherry Hill, do solemnly
swear (or affirm), that I will faithfully execute the duties of the office of
Judge, County Criminal Court, No. 1 of the
State of Texas, and will to the best of my ability preserve, protect, and defend the
Constitution and laws of the United States and of this State, so help me God.

Sherry Hill
Affiant

SWORN TO and subscribed before me by affiant on this 3rd day of
January, 2007.

(Seal)

Fatti Richards
Signature of Person Administering Oath

Fatti Richards
Printed Name

court reporter
Title

OATH OF OFFICE

STATE OF TEXAS §

COUNTY OF TARRANT §

CITY OF ARLINGTON §

DATE: 01/28/2010

I, NATHAN C. DEARY (clearly print name), do solemnly swear (or affirm), that I will faithfully execute the duties of Police Officer, of the City of Arlington, Texas, and will to the best of my ability preserve, protect, and defend the Constitution and the laws of the United States and of this State and of this City, so help me God.

Signature

2385
Badge #

Cid: 0755392

THE STATE OF TEXAS
vs.
William Tyron Thomas
True Name:

CRIMINAL DOCKET CCC1

Docket No. 1208652

TRN: 9187172569

TRS: A001

Plaintiff: **Kendre Henderson**
Defense: **Bradly Clark**

Charged Offense: 489907

Fail To Id-Flse/Fict Info

Offense Date: 07/31/2010

Disposed Offense: 489907

**Disposed Offense: 48990
Fail To Id-Flse/Fict Info**

Date of Orders

Orders of Court

08/05/2010

10/27/2010	States Motion To Dismiss Case Granted, Other Reasons, Case Dismissed.
------------	---

No Court Cost Assessed.

Interest Of Justice.

Judge's Signature:

Sherry Hill

Defendant Signature

Right Thumb Print

CAUSE NUMBER 120 8652

THE STATE OF TEXAS

IN COUNTY CRIMINAL

VS.

COURT NUMBER 1

William Thomas

TARRANT COUNTY, TEXAS

MOTION TO DISMISS

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COMES the State of Texas by and through her Criminal District Attorney and respectfully requests the Court to dismiss the above and numbered action for the reason:

- | | |
|--|--|
| <input type="checkbox"/> DM01 | Insufficient Evidence. Specify: |
| <input type="checkbox"/> DM02 | The defendant was convicted in cause number _____ on the ____/____, 200__. |
| <input type="checkbox"/> DM03 | The complaining witness has requested dismissal—affidavit on file. |
| <input type="checkbox"/> DM04 | The case has been refiled/reindicted as cause number _____. |
| <input type="checkbox"/> DM05 | The defendant has never been apprehended. |
| <input type="checkbox"/> DM06 | The defendant is deceased—death certificate on file. |
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| <input type="checkbox"/> DM11 | The defendant has completed defensive driving school. |
| <input type="checkbox"/> DM12 | The defendant will pay court costs. |
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WHEREFORE, it is prayed that the above and entitled and numbered cause be dismissed.

Respectfully submitted,

JOE SHANNON, JR.
CRIMINAL DISTRICT ATTORNEY

K. Henderson
ASSISTANT CRIMINAL DISTRICT ATTORNEY

FILED

OCT 27 2010

COUNTY CLERK, TARRANT CO., TEXAS
BY _____ DEPUTY

The foregoing petition having been presented to me on this the 27 of Oct, A.D., 2010
and the same having been considered, it is therefore ORDERED, ADJUDGED
AND DECREED that said above entitled and numbered cause be and the same is hereby dismissed.

Sherry Hill
JUDGE PRESIDING

Exhibit C



***Moorish Americans – Aboriginal and Indigenous Natural Peoples of the Land
Northwest Amexem / Northwest Africa / North America***

October 15, 2010 / 1431 MC

County Criminal Court No.1 (5th floor)
401 West Belknap Street
Fort Worth, Texas 76196

Court Recorder Request:

I, Noble T Hasaan Bey, am requesting a court recorder to be present for the Special Appearance I will be making on 10-27-2010 (case number 1208652), this request does not grant jurisdiction to anyone.

Thank You.

Seal:

Grand Sheik Noble T Hasaan Bey

Moorish Consul General

In Propria Persona Sui Juris

All Rights Reserved Without Prejudice UCC 1-308 / 1-207

Date:

October 15, 2010 / 1431 MC

FILED
TARRANT COUNTY TEXAS
2010 OCT 15 PM 1:09
SUZANNE HENDERSON
COUNTY CLERK
BY SA