

IN THE FIFTEENTH JUDICIAL CIRCUIT COURT OF ALABAMA  
MONTGOMERY COUNTY

CASE NUMBER:

Relators, )  
Donald Curtis Casey; Herb Whittington; )  
William G. Anthony; Franklin R. Dillman; )  
Marion Franklin Patrick; Steve Phillips; )  
Lou Campomenosi; Patricia S. Godwin; )  
Cecil Godwin, Jr.; Phillip Joe Hartline; )  
Ed Bowman; Kenneth L. Freeman )  
State of Alabama ex rel. )  
Respondent )  
SENATOR DEL MARSH )

FILED CIRCUIT CLERK  
2014 JUL 2 PM 2 15  
MONTGOMERY COUNTY

**INFORMATION<sup>1</sup> FROM THE RELATORS ON BEHALF OF THE PEOPLE OF ALABAMA  
SEEKING A WRIT OF QUO WARRANTO.**

The Relators, on behalf of the people of Alabama, being the clearly intended and expressly designated beneficiaries<sup>2</sup> as are all of the people of Alabama acknowledged in the Preamble of the Alabama Constitution, do notice all that wherein Article I Sections 1 through 36 of the same, certain rights are expressed - all unexpressed rights are hereby claimed and none of whatsoever nature are waived, do bring forth the following information:

- 1) The Respondent, Del Marsh, a Senator, a public officer<sup>3</sup> for the State of Alabama, at all times here pertinent holds a public office<sup>4</sup>.
- 2) The Relators are people<sup>5</sup> so recognized by the Preamble to the Alabama Constitution with rights affirmed in same that are "long antecedent to the organization of the state<sup>6</sup>". See page one first paragraph of Exhibit A – Quo Warranto February 4<sup>th</sup>, 2014 for a statement regarding a partial listing of The Creator's Grant.

**PURSUANT TO THE FOLLOWING JURISDICTION OF THIS COURT IS INVOKED.**

- 3) Alabama Constitution of 1901 Article I Sections 1 through 36<sup>7</sup>. Herein emphasis is applied<sup>8</sup> to the following:

- 12) February 4<sup>th</sup>, 2014, same is recorded on public record at the Montgomery County Probate Office. PLPY 00112 PAGE 0174, 0175, 0176, 0177, 0178, 0179
- 13) February 10<sup>th</sup>, 2014, Luther Strange, Alabama Attorney General is mailed notice of Relator's quo warranto. Green return card is stamped "RECEIVED FEB 13 2014 CONSUMER DIVISION".
- 14) February 10<sup>th</sup>, 2014, notice of Relator's quo warranto is mailed to Ellen Brooks, Montgomery County District Attorney. Otis Williams, Agent signature dated 2/18/14 acknowledges receipt of same.
- 15) February 20<sup>th</sup>, 2014, Relator's quo warranto allowed fifteen days for a response. Respondent does not answer. Acquiescence<sup>15</sup> as stipulated in the Relator's quo warranto is acknowledged.
- 16) February 20<sup>th</sup>, 2014, Kenneth L. Freeman and Donald Curtis Casey present Del Marsh, Senator a statement of Facts. Exhibit B
- 17) February 20<sup>th</sup>, 2014, statement of Facts is recorded on public record at the Montgomery County Probate Office. See - PLPY 00112 PAGE 0300, 0301, 0302, 303, and 304 - Exhibit B
- 18) Relators stipulated in their statement of Facts that ten days is allowed for a signed written response.
- 19) March 4<sup>th</sup>, 2014, Respondent did not answer nor rebut the Relator's statement of Facts. Therefore, the statement of Facts stands as undisputed.
- 20) Affidavits from individuals that attended the 2014 Senate Constitution, Campaign Finance, Ethics & Elections Committee meetings attesting to the fact that when queried regarding legislative authority to revise the Alabama Constitution not one Committee Members responded. Exhibit C, Rosemond S. Shannon, and Ann Eubank.

#### **JUDICIAL NOTICE<sup>16</sup>**

- 21) The Relators, cognizance of their jurisdictional authority, affirmed by Alabama Constitution of 1901 Article I Sections 1 through 36, Alabama Code 1-1-9 and the various footnotes applicable thereto do invoke Judicial Notice for all undisputed facts.

#### **PUBLIC BENEFIT<sup>17</sup>/PRIVATE INTEREST**

- 22) The Relators, private citizens, whose permanent abode precludes them from electing Del Marsh to the Public Office – Senate District 12, speak on behalf of the citizens of Alabama who are in an equal situation – as we have been denied our private rights, as stipulated in the Alabama Constitution of 1901 Article XVII Section 286<sup>18</sup>

#### **FIDUCIARY DUTY**

23) As stipulated in the Alabama Constitution of 1901 Article I Section 2 the Relators are beneficiaries whom have placed their trust in the People<sup>19</sup> at large, and those elected by district. All such People have sworn an oath. That oath as acknowledged in the Relator's quo warranto, now unrebutted, is Senator Marsh's "voluntary<sup>20</sup> act<sup>21</sup> that is the manifestation<sup>22</sup> of his will <sup>23</sup>to uphold<sup>24</sup>, maintain<sup>25</sup>, and adhere<sup>26</sup> to all restrictions on governmental power<sup>27</sup> in accordance<sup>28</sup> with the Constitutions of the United States of America and the republic, Alabama<sup>29</sup>".

"As expressed otherwise, the powers delegated to a public officer are held in trust for the people and are to be exercised in behalf of the government or of all citizens who may need the intervention of the officer. Furthermore, the view has been expressed that all public officers, within whatever branch and whatever level of government, and whatever be their private vocations, are trustees of the people, and accordingly labor under every disability and prohibition imposed by law upon trustees relative to the making of personal financial gain from a discharge of their trusts. That is, a public officer occupies a fiduciary relationship to the political entity on whose behalf he or she serves and owes a fiduciary duty to the public. It has been said that the fiduciary responsibilities of a public officer cannot be less than those of a private individual. Furthermore, it has been stated that any enterprise undertaken by the public official which tends to weaken public confidence and undermine the sense of security for individual rights is against public policy." Am Jur 63c

"A public office is the right, authority, and duty created by law by which for a given period, either fixed by law or ending at the pleasure of the creating power, an individual is invested with some portion of the sovereign functions of the government, to be exercised by him for the benefit of the public." State ex rel. Gray v. King (Ala 1981) 395 So 2d 6,7;

### **RELIEF**

24) In due consideration that:

- a) the origin of the writ of quo warranto may be traced to a very early date in the history of the common law<sup>30</sup> where the King<sup>31</sup> (earthly) by right could issue the order and;
- b) Alabama's adoption<sup>32</sup> of the Common Law of England – to wit: a quo warranto is a common-law remedy<sup>33</sup>. ;
- c) whereas, the jurisdictional authority as of April 18<sup>th</sup>, 1775 was understood to be the Creator, King (earthly), government and the people and;

- d) whereas, John Jay rightly understood that “...at the Revolution, (*April 19<sup>th</sup>, 1775 the first published document of the American people (July 4<sup>th</sup>, 1776) codified their act*) the sovereignty devolved on the people<sup>34</sup>,...” and;
- e) the Organic Laws<sup>35</sup> of the United States of America<sup>36</sup> and the republic, Alabama concurring, with particular emphasis on Article I Section 2 of the Alabama Constitution understand<sup>37</sup> the arrangement of jurisdictional authority to be the (Creator<sup>38</sup> - God<sup>39</sup>, people,<sup>40</sup> state government,<sup>41</sup> and through the Articles of Confederation<sup>42</sup> a compact<sup>43</sup>)

25) therefore, the Relators, standing on the second rung from the top of the jurisdictional ladder move this court to issue in its' writ the stipulation that nothing of value in support of the position taken by Senator Marsh and the Legislature be removed from the people's purse<sup>44</sup>. Additionally, that all cost associated with the Relators' endeavor to bring forth the information be paid for out of Senator Marsh's private purse. See Exhibit D for Relator's cost. Donald Curtis Casey, Franklin R. Dillman, Phillip Joe Hartline, Herb Whittington, William G. Anthony, Marion Franklin Patrick, Steve Phillips, Lou Campomenosi, Patricia S. Godwin, Cecil Godwin, Jr., Ed Bowman, Kenneth L. Freeman

26) The Relators move this Court to issue in its' writ with a concurring stipulation as to the following:

Alabama Supreme Court *State v. Manley* 441 So.2d 864 (1983) and subsequent<sup>45</sup> Supreme Court rulings that:

"The constitution can be amended in but two ways, either by the people, who originally framed it, or in the mode prescribed by the instrument itself.... We entertain no doubt, that, to change the constitution in any other mode than by a convention, every requisition which is demanded by the instrument itself, must be observed, and the omission of any one is fatal to the amendment."

“...the purpose of the legislative mode is to bring about amendments which are few and simple and independent; and on the other hand, that of the mode through Conventions is to revise the entire Constitution, with a view to propose either a new one, or, as the greater includes the less, to propose specific and particular amendments to it. Where a few particular amendments only are desired, if the Constitution provides for both modes, the legislative mode should be employed; but if a revision is or may be desired, the mode by a Convention only is appropriate, or, as we expect to show, permissible. For, note that the phraseology used in authorizing the former mode is in every case, without exception, "any amendment or amendments" may be proposed by the General Assembly; that of the latter is, "if at any time it shall seem necessary to the General Assembly to revise the

Constitution," it shall have power to call a Convention, which shall meet "to revise, alter, or amend" the same. Now, in not a single instance is the word "revise," or any of its derivatives, employed with reference to the legislative mode, but only the words "amendment," "amendments," or "alterations." On the other hand, in a large majority of the cases in which authority is given to call Conventions, the purpose of calling them is stated to be "to revise," or "to revise, alter, or amend" the existing Constitution. The language is sometimes still more explicit, the Convention being expressly empowered to make "a revision of the entire Constitution." But this is not all. As if to leave no room for doubt that a distinction was intended between the things authorized to be done by the two classes of provisions, in twenty-six of the thirty-four cases in which the word "revise" or "revision" is used in specifying the duty of the Conventions which should be called, the Constitutions contain also an express authorization to make amendments therein in the legislative mode. It seems impossible to escape the conclusion that in these twenty-six cases, the framers of the Constitutions did not suppose they were providing for doing the same thing in both the modes authorized by them. We thus see that the legislative mode is limited to the \*870 cases where an amendment or amendments are desired, and the mode by Conventions to those in which a broader purpose is entertained, namely, that of a revision of the whole Constitution, with the purpose of proposing either, first, a new one, or, secondly, the old one, if on the whole satisfactory, but with such amendments as to the Convention should seem desirable. In other words, the legislative mode is confined to a narrow and defined purpose, and that by Conventions to a broader and more general and undefined purpose, embracing within its scope the former, and possibly much more. To say, then, that the purpose of the two modes is the same, is to say that a part is equal to, or the same as, the whole."

"We entertain no doubt, that, to change the constitution in any other mode than by a convention, every requisition which is demanded by the instrument itself, must be observed, and the omission of any one is fatal to the amendment."

As this court said:

The constitution is the supreme and paramount law. The mode by which amendments are to be made under it is clearly defined. It has been said, that certain acts are to be done certain requisitions are to be observed, before a change can be effected. But to what purpose are these acts required, or these requisitions enjoined, if the Legislature or any other department of the government, can dispense with them. To do so, would be to violate the instrument which they are sworn to

support....”

“When a house is completely demolished and another is erected on the same location, do you have a changed, repaired and altered house, or do you have a new house? Some of the material contained in the old house may be used again, some of the rooms may be constructed the same, but this does not alter the fact that you have altogether another or a new house. We conclude that the instrument as contained in Ga.L. 1945, pp. 8 to 89, inclusive, is not an amendment to the constitution of 1877; but on the contrary it is a completely revised or new constitution.”

Regarding amendments under revision, proposed by the Legislature and voted by the people, the Supreme Court stated in *State v Manley*:

“In the case of *Johnson v. Craft*, 205 Ala. 386, 87 So. 375 (1921), this court considered whether a legislatively proposed amendment that had not been submitted for an election in the manner prescribed by the Constitution of 1901 was valid. The court, relying on the earlier decision in *Collier v. Frierson*, declared the amendment to be unconstitutional.” (emphasis added)

27) And in;

*The Water Works and Sewer Board of the City of Prichard v. The Board of Water and Sewer Commissioners of the City of Mobile d/b/a Mobile Area Water and Sewer Service System No. 1120630* Supreme Court of Alabama September 13, 2013

**“ [T]he prescribed amendment procedures must be strictly followed and ... any deviation from the procedure renders the proposed amendment a nullity.”** (emphasis added)

28) And in;

AL.2270 628 So. 2D 393 August 27, 1993 GUY HUNT, ETC., ET AL.v. DECATUR CITY BOARD OF EDUCATION, ET AL.

“Our constitution contains two procedures, other than the convention procedure, Ala. Const. 1901, art. XVIII, §§ 286, 287, for amending the document. Amendment 24 gives the general procedure for amending the constitution, and Amendment 425 provides a limited procedure for proposing and adopting an amendment that applies to only one county. These provisions are the exclusive means for amending the document, for the power to alter the constitution must be explicitly conferred in the instrument itself. *State v. Manley*, 441 So. 2d 864 (Ala. 1983); *Johnson v. Craft*, 205 Ala. 386, 87 So. 375 (1921); *Hooper v. State ex rel. Fox*, 206

Ala. 371, 89 So. 593 (1921); Collier v. Frierson, 24 Ala. 100 (1854). For example, in Johnson and Hooper the legislature proposed amendments to the constitution that purported to confer upon the Governor the power to call statewide elections for the amendments. Although there was no express provision in the constitution prohibiting the legislature from delegating this power to the Governor, this Court held that the purported amendments were invalid because § 284 provided that only the legislature has the power to order the statewide elections. This Court refused to recognize an implied or supplementary power on the part of the Governor in the amendment process.”

“An important corollary to the rule that any power in the amendment process must be expressly conferred is that the prescribed amendment procedures must be strictly followed and that any deviation from the procedure renders the proposed amendment a nullity. This rule applies notwithstanding a vote by the electorate in favor of the amendment. Johnson, Collier, (supra) . The fundamental law must necessarily be immune to unauthorized change by any of the coordinate branches of government. In Collier, (supra) , this Court stated:”

"The constitution is the supreme and paramount law.--The mode by which amendments are to be made under it is clearly defined. It has been said, that certain acts are to be done--certain requisitions are to be observed, before a change can be effected. But to what purpose are these acts required, or these requisitions enjoined, if the Legislature or any other department of the government, can dispense with them. To do so, would be to violate the instrument which they are sworn to support..”

29) The Relators hereby rebut all assumptions of whatsoever nature.

30) Unless footnoted definitions are applicable, common use definitions shall be applied to this document.

- 1 § 61 Duty and authority of state's attorney or other public prosecutor [65 Am Jur 2d QUO WARRANTO] There is some diversity of opinion as to the scope of the discretion allowed to the prosecuting officer in respect to instituting proceedings in quo warranto and the power of the court to compel him to do so if he refuses. 79 By the common law and in England prior to the passage of the Statute of Anne, arbitrary discretion was lodged in the attorney general to determine whether he would move, and the discretion could not be controlled or reviewed. 80 That statute authorized the proper officer to file the information upon the relation of any person desirous of prosecuting the same against any person usurping or intruding into a municipal office or franchise. In states in this country in which the Statute of Anne or similar statutes are not in force, the rule may be that the discretion possessed by the attorney general at the common law is still possessed by the attorney general or state's attorney in all cases which are in fact prosecutions on the part of the people, and which involve no individual grievance of the relator. 81 But generally where individual rights of a relator are involved, as well, it may be, as those of the public, the discretion of the prosecuting officer as to the filing of the information is not absolute but may be controlled by the courts. 82

Footnote 79. Annotation: 131 ALR 1207, s. 153 ALR 899.

Footnote 80. *Cleaver v Roberts* (Sup) 57 Del 538, 203 A2d 63; *People ex rel. Raster v Healy*, 230 Ill 280, 82 NE 599.

Footnote 81. *People ex rel. Byers v Grand River Bridge Co.* 13 Colo 11, 21 P 898; *People v Wood*, 411 Ill 514, 104 NE2d 800; *State ex rel. Dorian v Taylor*, 208 Mo 442, 106 SW 1023; *Bonyng v Frank*, 89 NJL 239, 98 A 456.

Footnote 82. *People ex rel. Raster v Healy*, 230 Ill 280, 82 NE 599; *Isaacson v Parker*, 42 SD 562, 176 NW 653.

EXTRAORDINARY REMEDIES HABEAS CORPUS AND THE OTHER COMMON LAW WRITS Volume II By  
CHESTER JAMES ANTIEAU Emeritus Professor of Constitutional Law Georgetown University 1987 § 4.16  
STANDING — PUBLIC OFFICIALS ON RELATION OF PRIVATE PERSONS

The statute of Anne in 1710 for the first time authorized a proper officer of the court, with leave of the court, to exhibit an information in the nature of quo warranto, at the relation of any person desiring to prosecute the same, to be called the relator.<sup>1</sup> This is deemed part of the common law we inherited from England in a number of States,<sup>2</sup> and there is virtually everywhere in America statutes similarly empowering attorneys-general to bring quo warranto, not only on their own information, but also on the information, complaint or relation of private persons.<sup>3</sup>

1 Statute of 9 Anne c. 20(1710).

2 *State ex inf. Hancock ex rel. Banks v. Elwell* (1960) 156 Me 193, 163 A 2d 342, 345.

3 Alabama Code 1975, § 6-6-590 ("on the information of any person"); Alaska Stats. § 09.50.310; Arizona Rev. Stats. Ann. § 12-2041; ("upon verified complaint of any person"); California Code of Civil Procedure § ("upon the complaint of a private party"); South Carolina Code § 15-63-60 ("upon the complaint of any private party."); South Dakota Codified Laws § 21-8-2 ("upon the complaint of a private party"); Vernon's Missouri Stats. Ann. § 531.010 ("at the relation of any person desiring to prosecute the same."); North Carolina Gen. Stats. § 1-515 ("upon the complaint of a private party").

- 2 § 97 Liberality [16 Am Jur 2d CONSTITUTIONAL LAW] *Rider v Fritchey*, 49 Ohio St 285, 30 NE 692.
- 3 "Public officers hold positions of public trust, and stand in a fiduciary relationship to the people whom they have been appointed to serve." *State v. Markt*, 384 A.2d 162, 166 (N.J. Super. Ct. App. Div. 1978) (citing *Driscoll v. Burlington-Bristol Bridge Co.*, 8 N.J. 433, 474 (1952)).

"Whenever the acts of public officers fail to conform to the standard imposed by the fiduciary relationship in which they stand to the public, relief will be available in the civil courts." *Id Marjac, LLC v. Trenk Slip Copy*, 2006 WL 3751395 (D.N.J.)

"As expressed otherwise, the powers delegated to a public officer are held in trust for the people and are to be exercised in behalf of the government or of all citizens who may need the intervention of the officer. Furthermore, the



view has been expressed that all public officers, within whatever branch and whatever level of government, and whatever be their private vocations, are trustees of the people, and accordingly labor under every disability and **prohibition imposed by law** upon trustees relative to the making of personal financial gain from a discharge of their trusts. That is, a public officer occupies a fiduciary relationship to the political entity on whose behalf he or she serves and owes a fiduciary duty to the public. It has been said that the fiduciary responsibilities of a public officer cannot be less than those of a private individual. Furthermore, it has been stated that any enterprise undertaken by the public official which tends to weaken public confidence and undermine the sense of security for individual rights is against public policy.” Am Jur 63c (*emphasis added*)

- 4 In State ex rel. Gray v. King, 395 So. 2d 6, 7 (Ala. 1981), this Court stated:

“A public office is the right, authority, and duty, created by law, by which for a given period, either fixed by law or enduring at the pleasure of the creating power, an individual is invested with some portion of the sovereign functions of the government, to be exercised by him for the benefit of the public. Lacy v. State, 13 Ala. App. 212, 68 So. 706 (1915). Constitutionally, the term 'public office' implies an authority to exercise some portion of the sovereign power, either by enacting, executing or administering the laws." Alabama Supreme Court JOHN M. TYSON, JR., INDIVIDUALLY AND IN HIS OFFICIAL CAPACITY AS SPECIAL PROSECUTOR FOR AND COUNSEL TO THE GOVERNOR'S TASK FORCE ON ILLEGAL GAMBLING v. E. PAUL JONES ET AL. EX PARTE JOHN M. TYSON, JR.
- 5 The words “people of the United States” and “citizens” are synonymous terms, and mean the same thing. They both describe the political body who, according to our republican institutions, form the sovereignty, and who hold the power and conduct the government through their representatives. They are what we familiarly call the ‘Sovereign People’ and every citizen is one of this people, and a constituent member of this sovereignty.” Boyd v Nebraska 143 U.S. 135 [www.law.cornell.edu/supremecourt/text/143/135](http://www.law.cornell.edu/supremecourt/text/143/135)
- 6 The U.S. Supreme Court in Hale v Henkle, 201 US 43, 74 (1906) stated that "His rights are such as existed by the law of the land long antecedent to the organization of the state, and can only be taken from him by due process of law, and in accordance with the Constitution.”
- 7 “We note that “Section 36 erects a firewall between the Declaration of Rights that precedes it and the general powers of government, including the power to exercise judicial power, that follow it.” Exparte Cranman, 792 So 2d 392, 401 (Ala 2000). Article I Section I through 35 sets out basic and fundamental rights guaranteed to all Alabamians, and 36 provides that no branch of government has the authority to impair or deny those rights.” 1568 Montgomery Highway Inc. v. City of Hoover Supreme Court of Alabama 1070531 2009
- 8 Black's Law Dictionary page – 91 Apply. To put, use, or refer, as suitable or relative; to co-ordinate language with a particular subject-matter; as to apply the words of a statute to a particular state of facts.
- 9 “That all political power is inherent in the people, and all free governments are founded on their authority, and instituted for their benefit; and that, therefore, they have at all times an inalienable and indefeasible right to change their form of government in such manner as they may deem expedient.”
- 10 “That all courts shall be open; and that every person, for any injury done him, in his lands, goods, person, or reputation, shall have a remedy by due process of law; and right and justice shall be administered without sale, denial, or delay.”
- 11 “That the sole object and only legitimate end of government is to protect the citizen in the enjoyment of life, liberty, and property, and when the government assumes other functions it is usurpation and oppression.”
- 12 “That this enumeration of certain rights shall not impair or deny others retained by the people; and, to guard against any encroachments on the rights herein retained, we declare that everything in this Declaration of Rights is excepted out of the general powers of government, and shall forever remain inviolate.”
- 13 Black's Law Dictionary page 513 - Exercise. To make use of. Thus, to exercise a right or power is to do something which it enables the holder to do;
- 14 Ibid 988 - Order. A mandate; precept; command or direction authoritatively given; rule or regulation.

- 15 Ibid page - 22. Acquiesce. To give an implied consent to a transaction, to the accrual of a right, or to any act, by one's mere silence, or without express assent or acknowledgment.
- 16 Alabama Rules of Evidence Article II. Judicial Notice Rule 201. Judicial notice of adjudicative facts. Section (b). Kinds of facts. "A court is to take judicial notice of adjudicative facts only when those facts are beyond reasonable dispute either because they are generally known within the court's territorial jurisdiction or because they can be accurately and readily determined by consulting sources that are acknowledged to be accurate. This limit upon judicial notice is consistent with historic Alabama law. See, e.g., *Peebles v. Miley*, 439 So.2d 137 (Ala.1983) (court judicially knows that a great majority of collections are done on a contingent fee basis); *Strother v. Strother*, 355 So.2d 731 (Ala.Civ.App.1978) (judicial notice of increases in cost of living due to inflation); *Mutual Bldg. & Loan Ass'n v. Moore*, 232 Ala. 488, 169 So. 1 (1936) (facts found in reliable source).

Section (d). When mandatory. This section makes it mandatory for the court to take judicial notice of adjudicative facts subject to judicial notice under section (b) whenever a party requests it to do so and, with its request, supplies the court with the necessary information."

- 17 ..."the writ should issue if it benefits the public good," *Rouse v. Wiley*, 440 So ed 1023, 1983 Ala. LEXIS 4864 (Ala. 1983)
- 18 "SECTION 286 Manner of calling convention for purpose of altering or amending Constitution; repeal of act or resolution calling convention; jurisdiction and power of convention not restricted."

"No convention shall hereafter be held for the purpose of altering or amending the Constitution of this state, unless after the legislature by a vote of a majority of all the members elected to each house has passed an act or resolution calling a convention for such purpose the question of convention or no convention **shall be first submitted to a vote of all the qualified electors of the state, and approved by a majority of those voting at such election.** No act or resolution of the legislature calling a convention for the purpose of altering or amending the Constitution of this state, shall be repealed except upon the vote of a majority of all the members elected to each house at the same session at which such act or resolution was passed; provided, nothing herein contained shall be construed as restricting the jurisdiction and power of the convention, when duly assembled in pursuance of this section, to establish such ordinances and to do and perform such things as to the convention may seem necessary or proper **for the purpose of altering, revising, or amending the existing Constitution.**" (*emphasis added*)

- 19 The First Organic Law of the United States of America.
- 20 Ibid page 1413 – Voluntary. Done by design or intention. Proceeding from the free and unrestrained will of the person. Produced in or by an act of choice. Resulting from free choice. The word, especially in statutes, often implies knowledge of essential facts.
- 21 Ibid page 24 – Act. In a more technical sense, it means something done voluntarily by a person, and of such a nature that certain legal consequences attach to it.
- 22 Ibid page 867 - Manifest. Evident to the senses, especially to the sight, obvious to the understanding, evident to the mind, not obscure or hidden, and is synonymous with open, clear, visible, unmistakable, indubitable, indisputable, evident, and self-evident. In evidence, that which is clear and requires no proof; that which is notorious.
- 23 Ibid page 1333 - Will, "...having the mandatory sense of "shall" or "must."
- 24 Merriam Webster Dictionary - Uphold to support or defend (something, such as a law)
- 25 Black's Law Fifth Edition page 859 – Maintain. ....keep in an existing state or condition; hold or preserve in any particular state or condition; keep from change; keep from falling, declining, or ceasing; keep in existence or continuance; keep in force; keep in good order; keep in proper condition;
- 26 Merriam Webster Dictionary – Adhere. ....to bind oneself to observance.

- 27 Black's Law Fifth Edition page 1053 – Power. The right, ability, authority, or faculty of doing something.
- 28 Ibid page 16 - Accordance. Agreement; harmony
- 29 United States Constitution Article 4 Section 4
- 30 A TREATISE ON EXTRAORDINARY LEGAL REMEDIES, EMBRACING MANDAMUS, QUO WARRANTO AND PROHIBITION. BY JAMES L. HIGH.
- Page 432 § 601. The jurisdiction by information in the nature of a quo warranto having become firmly established in England, and having entirely usurped the place of the ancient writ, it gradually developed into symmetrical form, and, by the aid of legislative enactments, the principles regulating its exercise became well settled.
- 31 Blackstone (3 Com. 262, 4th Am. ed. 322) defines quo warranto as a high prerogative writ in the nature of a writ of right for the King against him who obtained or usurped any office, franchise, or liberty of the Crown, which also lay in case of nonuser or long neglect of a franchise, or misuse or abuse of it. 65 Am Jur 2d QUO WARRANTO
- 32 Alabama Code Section 1-3-1 Common law of England adopted. The common law of England, so far as it is not inconsistent with the Constitution, laws and institutions of this state, shall, together with such institutions and laws, be the rule of decisions, and shall continue in force, except as from time to time it may be altered or repealed by the Legislature.
- 33 § 2 Origin and history [65 Am Jur 2d QUO WARRANTO]
- 34 U.S. Supreme Court Chisholm v. Georgia, 2 U.S. 2 Dall. 419 419 (1793)
- 35 Black's Law Dictionary Fifth Edition page – 991 Organic law. The fundamental law, or constitution, of a state or nation, written or unwritten. That law or system of laws or principles which defines and establishes the organization of its government.
- 36 Declaration of Independence of July 4, 1776, the Articles of Confederation of November 15, 1777, the Northwest Ordinance of July 13, 1787, and the Constitution of September 17, 1787
- 37 Black's Law Dictionary Fifth Edition page – 1368 Understand. To know; to apprehend the meaning; to appreciate; as, to understand the nature and effect of an act.
- 38 Declaration of Independence
- 39 The Alabama Constitution Preamble
- 40 Declaration of Independence and The Alabama Constitution Preamble
- 41 The Constitution of the sovereign Union State, Alabama which affirmed un-a-liable rights (God – Creator granted) and established the form of government (republic) to protect same.
- 42 Articles of Confederation II “Each state retains its sovereignty, freedom, and independence, and every power, jurisdiction, and right, which is not by this Confederation expressly delegated to the United States, in Congress assembled.”
- 43 Black's Law Dictionary Fifth Edition page 255 - Compact, n. An agreement or contract between persons, nations or states.
- 44 A quo warranto proceeding to try respondent's title to the office of county judge is not a suit against the county, or against the judge in his official capacity, but is against him individually, **and the county is not responsible to pay respondent's attorneys, even though the county benefited by having the validity of a statute adjudicated.** State v Stine, 200 Tenn 561, 292 SW2d 771. (emphasis added)

45 Bell v. Strange, 1120603 (Ala. 09/27/2013) Court concurred with the trial court decision that: "On January 16, 2013, the trial court dismissed Bell's complaint on the basis that her complaint failed to state a justiciable controversy." Therefore, there was no ruling on the question revision v. amendment.

In summarization the question is – Did Del Marsh, under the people's Constitution of the republic, Alabama of 1901 lawfully exercise the authority granted to him regarding the revision of the people's organic law, that is in no uncertain terms the 1901 Constitution of Alabama?

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Address 2273 County Road 54 West

Notasulga, AL 36866

334 740 4217

Phone

Marion Franklin Patrick;

*Marion Franklin Patrick*

Address 2145 Lower Tuskegee Road

Tallassee, Alabama 36078

Phone 334 283-4693

Steve Phillips;

*Steve Phillips*

Address

*71 County Road 42*

*Florence AL 35633*

Phone 256 412 6446

Lou Campomenosi;

*Lou Campomenosi*

Address

*19150 FAIRFAX DR*

*FAIRHOPE, AL, 36532*

Phone 228 342 2430

Patricia S. Godwin; Patricia S. Godwin  
Address 10800 Co. Rd 30  
Selma, Alabama 36701  
Phone 334 419 4566

Cecil Godwin, Jr.; Cecil Godwin Jr.  
Address 10800 Co. Rd. 30  
Selma, Alabama 36701  
Phone 334-875-1690

Phillip Joe Hartline; Phillip Joe Hartline  
Address 90 1320 Nelson Road  
Albertville, Alabama  
Phone 256 558 4422

Ed Bowman; Ed Bowman  
Address 305 FIRESTONE AVE  
MUSCLE SHOALS, AL 35661  
Phone 256 856 1103

Kenneth L. Freeman; *Kenneth L. Freeman*

Address 439 North Greenbrier Drive

Lacey's Springs, Alabama 35754

Phone 256 527 9448

SECURITY FOR COSTS

The Relators in this matter pledge and guarantee that we will pay such sum as the Court deems proper as security for payment of such costs, damages, and reasonable attorney fees as may be incurred or suffered by any party who is found to have been wrongfully enjoined or restrained in this matter.

Done this day 1st of July in the year of our Lord 2014

THE STATE OF ALABAMA Montgomery COUNTY

I, Alyson Lindsey a Notary Public, in and for the State of Alabama hereby certify that the individuals who signed this instrument and who are known to me, acknowledge before me on this day, that being informed of the contents of the instrument, have executed the same voluntarily on the day the same bears date.

Given under my hand this 1st day of July, A. D. 2014.

Notary Public

Print Name Alyson Lindsey

Notary Signature *Alyson Lindsey*

My commission expires: 5/7/16

# Exhibit A pages 1 - 6

## Quo Warranto

### In Accordance with Matthew 5:25

February 4<sup>th</sup>, 2014

Relators, on behalf of the people of Alabama: Donald Curtis Casey; Herb Whittington; William G. Anthony; Franklin R. Dillman; Marion Franklin Patrick; Steve Phillips; Lou Campomenosi; Patricia S. Godwin; Cecil Godwin, Jr.; Phillip Joe Hartline; Ed Bowman; Kenneth L. Freeman

Respondent, Del Marsh, Alabama Senator

The Relators, being the clearly intended and expressly designated beneficiaries<sup>1</sup> as are all of the people of Alabama acknowledged in the Preamble of the Alabama Constitution, do notice all that wherein Article I Sections 1 through 36 of the same, certain rights are expressed - all unexpressed rights are hereby claimed and none of whatsoever nature are waived.

We do herein recognize<sup>2</sup>, acknowledge<sup>3</sup>, and accept<sup>4</sup> Senator Marsh your Oath of Office<sup>5</sup> - a voluntary<sup>6</sup> act<sup>7</sup> that is the manifestation<sup>8</sup> of your will<sup>9</sup> to uphold<sup>10</sup>, maintain<sup>11</sup>, and adhere<sup>12</sup> to all restrictions on governmental power<sup>13</sup> in accordance<sup>14</sup> with the Constitutions of the United States of America and the

- 1 § 97 Liberality [16 Am Jur 2d CONSTITUTIONAL LAW] Rider v Fritchey, 49 Ohio St 285, 30 NE 692.
- 2 Merriam Webster Dictionary – Recognize. to accept and approve of (something) as having legal or official authority
- 3 Black's Law Fifth Edition page 21 - Acknowledge. To own, avow, or admit; to confess; to recognize one's acts, and assume the responsibility therefor.
- 4 Black's Law Fifth Edition page 12 - Accept. Means something more than to receive, meaning to adopt, to agree to carry out provisions, to keep and retain.
- 5 Black's Law Fifth Edition page 966 - Official oath. One taken by an officer when he assumes charge of his office, whereby he declares that he will faithfully discharge the duties of the same.
- 6 Ibid page 1413 – Voluntary. Done by design or intention. Proceeding from the free and unrestrained will of the person. Produced in or by an act of choice. Resulting from free choice. The word, especially in statutes, often implies knowledge of essential facts. (emphasis added)
- 7 Ibid page 24 – Act. In a more technical sense, it means something done voluntarily by a person, and of such a nature that certain legal consequences attach to it.
- 8 Ibid page 867 - Manifest. Evident to the senses, especially to the sight, obvious to the understanding, evident to the mind, not obscure or hidden, and is synonymous with open, clear, visible, unmistakable, indubitable, indisputable, evident, and self-evident. In evidence, that which is clear and requires no proof; that which is notorious.
- 9 Ibid page 1333 - Will, "...having the mandatory sense of "shall" or "must."
- 10 Merriam Webster Dictionary - Uphold to support or defend (something, such as a law)
- 11 Black's Law Fifth Edition page 859 – Maintain. keep in an existing state or condition; hold or preserve in any particular state or condition; keep from change; keep from falling, declining, or ceasing; keep in existence or continuance; keep in force; keep in good order; keep in proper condition;
- 12 Merriam Webster Dictionary – Adhere. to bind oneself to observance.
- 13 Black's Law Fifth Edition page 1053 – Power. The right, ability, authority, or faculty of doing something.
- 14 Ibid page 16 - Accordance. Agreement; harmony



republic, Alabama.<sup>15</sup> Thus, holding an office of pecuniary<sup>16</sup> interest<sup>17</sup> an express<sup>18</sup> contract<sup>19</sup> exists.<sup>20</sup>

In recognizing that the Alabama Constitution adopted by the people is the “supreme and paramount law<sup>21</sup>” it is therefore, the people’s restriction<sup>22</sup> upon the powers granted to the Officers and Employees of Alabama.

Hence, the republic, Alabama is created<sup>23</sup> under the “authority” and for the “benefit” of the people<sup>24</sup>, and that the people (of which these Relators are among) stand upon the Constitution and the Officers and Employees of Alabama stand under the Constitution. With the aforementioned having been said - the state can do no wrong and therefore, the Officers and Employees of Alabama cannot commit nor shall they condone any wrong toward the people<sup>25</sup> - who created the republic, Alabama.

Justice therefore, cannot exist when form, which includes but is not limited to labeling of communication, rules, regulations, or other semantics of whatsoever nature are allowed to exist over substance<sup>26</sup>.

15 United States Constitution Article Section 4

16 Black’s Law Fifth Edition page – 1018 Pecuniary. Monetary; relating to money; financial; consisting of money or that which can be valued in money.

17 Ibid page 1129 729 Interest. The most general term that can be employed to denote a right, claim, title, or legal share in some thing.

18 page 521 - Express. Clear; definite; explicit; plain; direct; unmistakable; not dubious or ambiguous. Declared in terms; set forth in words. Directly and distinctly stated. Made known distinctly and explicitly, and not left to inference.

19 Ibid page 291-292 - Contract. An agreement between two or more persons which creates an obligation to do or not to do a particular thing. Its essentials are competent parties, subject matter, a legal consideration, mutuality of agreement, and mutuality of obligation.

20 Ibid page 515 - Exist. to be in present force, activity, or effect at a given time,

21 THE STATE OF ALABAMA AND DON SEIGELMAN, AS SECRETARY OF THE STATE

22 Frost V. Railroad Commission 271 U.S. 583, 46 S. Ct. 605 1926

“It is not necessary to challenge the proposition that, as a general rule, the state, having power to deny a privilege all together, may grant it upon such conditions as it sees fit to impose. But the power of the state in that respect is not unlimited, and one of the limitations is that it may not impose conditions which require the relinquishment of Constitutional rights.”

“We note that “Section 36 erects a firewall between the Declaration of Rights that precedes it and the general powers of government, including the power to exercise judicial power, that follow it.” *Ex parte Cranman*, 792 So 2d 392, 401 (Ala 2000). Article I Section I through 35 sets out basic and fundamental rights guaranteed to all Alabamians, and 36 provides that no branch of government has the authority to impair or deny those rights.” 1568 Montgomery Highway Inc. v. City of Hoover Supreme Court of Alabama 1070531 2009

23 The power that creates can destroy. The creator is greater than the creature. *King v. Campbell*, No. 1060804 (Ala. 11/30/2007)

24 Article I section 2 Alabama State Constitution: “That all political power is inherent in the people, and all free governments are founded upon their authority, and instituted for their benefit; and that therefore they have, at all times, an inalienable and indefeasible right to change their form of government, in such manner as they deem expedient.”

25 Since the state ‘can do no wrong,’ any tort committed by an employee is without authority and the employee cannot set up a defense to escape liability that he was acting within his authority.” *Copeland & Screws* at 307 (emphasis in original) (footnotes omitted). *Ex parte Cranman*, 792 So.2d 392 (Ala. 06/16/2000)

26 Article I Section 13 Alabama Constitution “That every person, for any injury done him, in his lands, goods, person, or reputation, shall have a remedy by due process of law; and right and justice shall be administered without sale, denial, or delay.”

**Notice to all parties regarding presumption<sup>27</sup>:**

All presumption of whatsoever nature is hereby rebutted.

Senator Marsh, through your guidance, efforts, and stewardship the Alabama Legislature during the 2011 session passed SJR82. The instrument<sup>28</sup> is a resolution. Black's Law Dictionary Fifth Edition defines "resolution" "A formal expression of the opinion or **will** of an official body or a public assembly," (emphasis added)

Therefore, the will, expressed in SJR82 is a deliberate intent<sup>29</sup> by the Legislature to revise the Alabama Constitution.

Intent followed by legislative action:

Act Number 2012-275 Amendment 9 November 2012 ballot;

Act Number 2012-276 Amendment 10 November 2012 ballot

and in the current 2014 legislative session the following are the revision amendments:

SB7

SB253

SB258

SB259

SB261

SB274

SB276

Et cetera<sup>30</sup>

"In "State v. Manley, 441 So. 2d 864 (Ala. 1983): "There is a difference between the power of the Legislature to enact statutes and the power to change the Constitution.

Jones v. McDade, 200 Ala. 230, 75 So. 988 (1917). In Bourbon v. Governor of

27 Black's Law Fifth Edition page 1067 - Presumed intent. A person is presumed to intend the natural and probable consequences of his voluntary acts. The government is not required in crimes to prove that a defendant intended the precise consequences of his act and his criminal intent can be inferred from his act.

Presumption. A presumption is a rule of law, statutory or judicial, by which finding of a basic fact gives rise to existence of presumed fact, until presumption is rebutted. Van Wart v. Cook, Okl.App., 557 P.2d 1 16 1 , 1 163.

28 Ibid page 719 – Instrument. A written document; a formal or legal document in writing.

29 Ibid page 727 Intent. Design, resolve, or determination with which person (*legislature*) acts.

30 Ibid page – 496 Et cetera. others of like character; and others of the like kind; and the rest; and so on; and so forth.

Maryland, 258 Md. 252, 257-58, 265 A. 2d 477, 480 (1970), the Maryland Court of Appeals, considering the legislature's role in initiating constitutional change, wrote: "[T]he legislature does not exercise its ordinary legislative power or any sovereignty of the people that has been entrusted to it but acts under a limited power which the people have conferred upon it and which with equal propriety and appropriateness might have been conferred upon either house, the governor, a special commission or other body or tribunal. In proposing amendment of the Constitution the legislature does not have the plenary powers it has in enacting laws but only the powers specifically delegated to it."

"The Legislature has plenary power with respect to statutory matters, but only a limited power as to constitutional matters. *Johnson v. Craft*, [205 Ala. 386, 80 So. 375 (1921)]; *Opinion of the Justices [No. 92]*, 252 Ala. 89, 39 So. 2D 665 (1949). In regard to its powers to change the Constitution, the Legislature, as the representative of the people, has only those powers specifically granted by the people through the Constitution. "Opinion of the Justices [No. 116], [254 Ala. 183, 47 So. 2d 713 (1950)]."<sup>31</sup>

Now therefore, Senator Marsh, bring forth the authoritative instrument wherein the Alabama Legislature is granted the right by the people of Alabama to revise their Constitution.

We look forward to your signed written response within fifteen days.

If you remain silent<sup>32</sup> for the fifteen days period all parties acknowledge that by acquiescence<sup>33</sup> you are in agreement that no authority of whatsoever nature exists whereby the Alabama Legislature is granted the authority to revise the Alabama Constitution.

All parties agree that the reasonable course of action is to resolve a controversy without the aid of a third party and thus the requirement to expend public resources

31 SUPREME COURT OF ALABAMA SPECIAL TERM, 2013 *Sandra Bell v. Luther Strange, as Attorney General of the State of Alabama, et al.*

32 *Black's Law Dictionary Fifth Edition* page 1239 - Silence. In the law of estoppel, "silence" implies knowledge and an opportunity to act upon it. Silence, estoppel by. Such estoppel arises where person is under duty to another to speak or failure to speak is inconsistent with honest dealings.

33 *Ibid* page 22 - Acquiescence. Equivalent to assent inferred from silence with knowledge or from encouragement and presupposes knowledge and assent. Imports tacit consent, concurrence, acceptance or assent.

Signatures:

Donald Curtis Casey Donald Curtis Casey  
1129, 1<sup>st</sup> Av  
Pleasant Grove, Alabama 35127  
205 542 1730

Herb Whittington Herb Whittington  
8015 County Road 55 South  
Cottonwood, Alabama 36320

William G. Anthony William G. Anthony  
19359 Rifle Range Road  
Tallasee, Alabama 36078

Franklin R. Dillman Frank R Dillman  
2273 County Road 54 West,  
Notasulga, Alabama 36866

Marion Franklin Patrick Marion Franklin Patrick  
2145 Lower Tuskegee Road  
Tallasee, Alabama 36078

Steve Phillips Steve Phillips  
71 County Road 42  
Florence, Alabama 35633

Ed Bowman Ed Bowman  
805 Firestone Av  
Muscle Shoals, Alabama 35661

Phillip Joe Hartline Phillip Joe Hartline  
1320 Nelson Road  
Albertville, Alabama 35950

Patricia S. Godwin Patricia S. Godwin  
10800 County Road 30  
Selma, Alabama 36701

Cecil Godwin, Jr. Cecil Godwin Jr  
10800 County Road 30  
Selma, Alabama 36701

Lou Campomenosi Lou Campomenosi  
19150 Fairfax Dr.  
Fairhope, Alabama 36532

Kenneth L. Freeman *Kenneth L. Freeman*  
439 North Green Brier Drive  
Lacy's Spring, Alabama 35754

Done this day \_\_\_\_\_ in the year of our Lord \_\_\_\_\_

Signed \_\_\_\_\_

THE STATE OF ALABAMA *Montgomery* COUNTY

I, *Stephanie Lynne Turner* a Notary Public, in and for the State of Alabama hereby certify that the individuals who have signed this instrument and who are known to me, acknowledge before me on this day, that being informed of the contents of the instrument, have executed the same voluntarily on the day the same bears date.

Given under my hand this *4<sup>th</sup>* day of *February*, A. D. 2014.

Notary Public

Print Name *Stephanie Lynne Turner*

Notary Signature *Stephanie Lynne Turner*

My commission expires: *11/25/2017*



STATE OF ALA. MONTGOMERY CO.  
I CERTIFY THIS INSTRUMENT WAS FILED ON  
PLPY 00112 PG 0174-0179 2014 Feb 04 03:17PM  
STEVEN L. REED  
JUDGE OF PROBATE



INDEX	\$5.00
REC FEE	\$15.00
CERT	\$1.00
CASH TOTAL	\$21.00
210998	Clerk: #101 03:17PM

This instrument was prepared by  
Name *Donald Curtis Colley*  
Address *1129, 15<sup>th</sup> AV PLEASANT GROVE, AL. 35127*

# Exhibit B pages 1 - 4

## Quo Warranto

### Facts

#### In Accordance with Matthew 5:25

February 20<sup>th</sup>, 2014

Relators, on behalf of the people of Alabama: Donald Curtis Casey; Herb Whittington; William G. Anthony; Franklin R. Dillman; Marion Franklin Patrick; Steve Phillips; Lou Campomenosi; Patricia S. Godwin; Cecil Godwin, Jr.; Phillip Joe Hartline; Ed Bowman; Kenneth L. Freeman

Respondent, Del Marsh, Alabama Senator

We, the Relators, on behalf of the people of Alabama, being the clearly intended and expressly designated beneficiaries<sup>1</sup> as are all of the people of Alabama acknowledged in the Preamble of the Alabama Constitution, do notice all that wherein Article I Sections 1 through 36 of the same, certain rights are expressed - all unexpressed rights are hereby claimed and none of whatsoever nature are waived.

Having recognized<sup>2</sup> the organic laws<sup>3</sup> of the United States of America<sup>4</sup> and the republic, Alabama<sup>5</sup> wherein four distinct<sup>6</sup> jurisdictions<sup>7</sup> are affirmed<sup>8</sup> (Creator<sup>9</sup> - God<sup>10</sup>, people,<sup>11</sup> state government,<sup>12</sup> and through the Articles of Confederation<sup>13</sup> a compact<sup>14</sup>) we, the Relators do express<sup>15</sup> from the jurisdiction of the people the following facts:<sup>16</sup>

1. Page IV of the Constitution Revision Commission Final Report January 14<sup>th</sup>, 2014 cites the May 3<sup>rd</sup>, 2001 House Resolution 538 which in part states:

- 1 § 97 Liberality [16 Am Jur 2d CONSTITUTIONAL LAW] Rider v Fritchey, 49 Ohio St 285, 30 NE 692.
- 2 Black's Law Dictionary Fifth Edition page 1143 - Recognize. To try; to examine in order to determine the truth of a matter. Also to enter into a recognizance.
- 3 Ibid page 991 - Organic law. The fundamental law, or constitution, of a state or nation, written or unwritten. That law or system of laws or principles which defines and establishes the organization of its government.
- 4 Declaration of Independence of July 4, 1776, the Articles of Confederation of November 15, 1777, the Northwest Ordinance of July 13, 1787, and the Constitution of September 17, 1787
- 5 The Constitutions of Alabama
- 6 Black's Law Dictionary Fifth Edition page 425 Distinct. Clear to the senses or mind; easily perceived or understood; plain; unmistakable. Evidently not identical; observably or decidedly different.
- 7 Legal authority
- 8 Ibid page 55 - Affirm. To ratify, make firm, confirm, establish, reassert.
- 9 Declaration of Independence
- 10 The Alabama Constitution Preamble
- 11 Declaration of Independence and The Alabama Constitution Preamble
- 12 The Constitution of the sovereign Union State, Alabama which affirmed un-a-liable rights (God - Creator granted) and established the form of government (republic) to protect same.
- 13 Articles of Confederation II "Each state retains its sovereignty, freedom, and independence, and every power, jurisdiction, and right, which is not by this Confederation expressly delegated to the United States, in Congress assembled."
- 14 Black's Law Dictionary Fifth Edition page 255 - Compact, n. An agreement or contract between persons, nations or states.
- 15 Ibid page 521 - Express. Clear; definite; explicit; plain; direct; unmistakable; not dubious or ambiguous. Declared in terms; set forth in words. Directly and distinctly stated. Made known distinctly and explicitly, and not left to inference.
- 16 Ibid page 531 & 532 - Fact. A thing done; an action performed or an incident transpiring; an event or circumstance; an actual occurrence; an actual happening in time space or an event mental or physical; that which has taken place.

A) "URGING THE ALABAMA LAW INSTITUTE TO CONDUCT AN ANALYSIS OF THE AMENDMENTS TO THE CONSTITUTION OF ALABAMA OF 1901, FOR THE PURPOSE OF RECOMMENDING TO THE HOUSE OF REPRESENTATIVES OF THE LEGISLATURE A PROCEDURE FOR REVISING AND CONSOLIDATING<sup>17</sup> THE CONSTITUTION."  
(footnote definition added)

B) "The goals of such an analysis by the institute should include the following:"

A) "(2) Provide the House of Representatives with specific guidance for constitutional revision."

B) "(3) Identify the goals of a new constitution and identify methods and approaches for revising or rewriting the current constitution."

2. On Tuesday February 4<sup>th</sup>, 2014 a notarized<sup>18</sup> order<sup>19</sup> in the form<sup>20</sup> of a quo warranto,<sup>21</sup> signed by twelve people from across Alabama, was delivered to Del Marsh, Senator to the Alabama Legislature.

The quo warranto:

A) Expressed to an Officer of a subordinate<sup>22</sup> jurisdictional authority (Del Marsh, Senator) a limited description of some of the attributes<sup>23</sup> of the jurisdiction from which the Relators communicate<sup>24</sup>. In part, the description affirmed that when form is allowed to exist over substance, justice can not exit.

B) Acknowledged and accepted<sup>25</sup> Senator Marsh's Oath of Office<sup>26</sup> - a voluntary<sup>27</sup> act<sup>28</sup> that is the

17 Ibid page – 279 Consolidate. The term means something more than to rearrange or redivide.

18 Ibid page 956 – Notary public. A public officer whose function it is to administer oaths; to attest and certify, by his hand and official seal, certain classes of documents, in order to give them credit and authenticity in foreign jurisdictions;

19 Ibid page 988 - Order. A mandate; precept; command or direction authoritatively given; rule or regulation.

20 Ibid page 586 - Form. A model or skeleton of an instrument to be used in a judicial proceeding or legal transaction, containing the principal necessary matters, the proper technical terms or phrases and whatever else is necessary to make it formally correct, arranged in proper and methodical order, and capable of being adapted to the circumstances of the specific case.

21 Ibid page 1131 Quo warranto. An extraordinary proceeding, prerogative in nature, addressed to preventing a continued exercise of authority unlawfully asserted.

22 Black' Law Dictionary Fifth Edition page - 1278 Subordinate. Placed in a lower order, class, or rank; occupying a lower position in a regular descending series; inferior in order, nature, dignity, power, importance, or the like; belonging to an inferior order in classification, and having a lower position in a recognized scale; secondary, minor.

23 Merriam Webster – Attribute. An inherent characteristic.

24 Ibid – Communicate. ....to give information about (something) to someone by writing,

25 Black's Law Fifth Edition page 12 - Accept. Means something more than to receive, meaning to adopt, to agree to carry out provisions, to keep and retain.

26 Black's Law Fifth Edition page 966 - Official oath. One taken by an officer when he assumes charge of his office, whereby he declares that he will faithfully discharge the duties of the same.

27 Ibid page 1413 – Voluntary. Done by design or intention. Proceeding from the free and unrestrained will of the person. Produced in or by an act of choice. Resulting from free choice. The word, especially in statutes, often implies knowledge of essential facts. (emphasis added)

28 Ibid page 24 – Act. In a more technical sense, it means something done voluntarily by a person, and of such a nature that certain legal consequences attach to it.



manifestation<sup>29</sup> of his will<sup>30</sup> to uphold<sup>31</sup>, maintain<sup>32</sup>, and adhere<sup>33</sup> to all restrictions on governmental power<sup>34</sup> in accordance<sup>35</sup> with the Constitutions of the United States of America and the republic, Alabama<sup>36</sup>. Thus holding an office of pecuniary<sup>37</sup> interest<sup>38</sup> an express<sup>39</sup> contract<sup>40</sup> exists.<sup>41</sup>

- C) Rebutted all presumption of what so ever nature.
- D) Cited<sup>42</sup> the 2011 concurrent Senate House Resolution SJR82 which stipulated the will<sup>43</sup> and intent<sup>44</sup> of the Alabama Legislature to revise the Alabama Constitution.
- E) Quoted passage from SUPREME COURT OF ALABAMA SPECIAL TERM, 2013 Sandra Bell v. Luther Strange, as Attorney General of the State of Alabama, et al. Which referenced State v. Manley, 441 So. 2d 864 (Ala. 1983) wherein the Supreme Court affirmed the Constitutional provision that restricts legislative authority to revise the Alabama Constitution.
- F) Cited two constitutional amendments, affirmatively voted on by the people and seven proposed constitutional amendments.
- G) Demanded “the authoritative instrument wherein the Alabama Legislature is granted the right by the people of Alabama to revise their Constitution.”
- H) Allowed, for a signed written response, a reasonable amount of time – fifteen days. Commenced Tuesday February 4<sup>th</sup>, 2014 and ends Tuesday February 25<sup>th</sup>, 2014

29 Ibid page 867 - Manifest. Evident to the senses, especially to the sight, obvious to the understanding, evident to the mind, not obscure or hidden, and is synonymous with open, clear, visible, unmistakable, indubitable, indisputable, evident, and self-evident. In evidence, that which is clear and requires no proof; that which is notorious.

30 Ibid page 1333 - Will, “...having the mandatory sense of "shall" or "must." ”

31 Merriam Webster Dictionary - Uphold to support or defend (something, such as a law)

32 Black's Law Fifth Edition page 859 – Maintain. ....keep in an existing state or condition; hold or preserve in any particular state or condition; keep from change; keep from falling, declining, or ceasing; keep in existence or continuance; keep in force; keep in good order; keep in proper condition;

33 Merriam Webster Dictionary – Adhere. ....to bind oneself to observance.

34 Black's Law Fifth Edition page 1053 – Power. The right, ability, authority, or faculty of doing something.

35 Ibid page 16 - Accordance. Agreement; harmony

36 United States Constitution Article 4 Section 4

37 Black's Law Fifth Edition page – 1018 Pecuniary Monetary; relating to money; financial; consisting of money or that which can be valued in money.

38 Ibid page 1129 729 Interest. The most general term that can be employed to denote a right, claim, title, or legal share in some thing.

39 Ibid page 521 - Express. Clear; definite; explicit; plain; direct; unmistakable; not dubious or ambiguous. Declared in terms; set forth in words. Directly and distinctly stated. Made known distinctly and explicitly, and not left to inference.

40 Ibid page 291-292 - Contract. An agreement between two or more persons which creates an obligation to do or not to do a particular thing. Its essentials are competent parties, subject matter, a legal consideration, mutuality of agreement, and mutuality of obligation.

41 Ibid page 515 - Exist. ....to be in present force, activity, or effect at a given time,

42 Ibid page 221 Cite. To read or refer to legal authorities, in an argument to a court or elsewhere, in support of propositions of law sought to be established.

43 Ibid page 1333 - Will, “...having the mandatory sense of "shall" or "must." ”

44 Ibid page 727 Intent. Design, resolve, or determination with which person (*legislature*) acts.



- I) Expressed the legal<sup>45</sup> doctrine<sup>46</sup> that silence<sup>47</sup> is acquiescence<sup>48</sup>. To wit: no response is affirmation from Senator Marsh that the demanded authority does not exist.
- J) Stated that: "All parties agree that the reasonable course of action is to resolve a controversy without the aid of a third party and thus the requirement to expend public resources."

The forgoing is, to the best of my knowledge true and correct. If called upon I will testify as to the veracity thereof.

I look forward to your signed written response within ten days.

Done this day 2nd Feb. in the year of our Lord 2014

Signed Donald Curtis Casey

THE STATE OF ALABAMA Jefferson COUNTY

I, Debra C. Harbison a Notary Public, in and for the State of Alabama hereby certify that the individual who signed this instrument and who is known to me, acknowledged before me on this day, that being informed of the contents of the instrument, has executed the same voluntarily on the day the same bears date.

Given under my hand this 18 day of February, A. D. 2014.

Notary Public

Print Name Debra C. Harbison

Notary Signature Debra C. Harbison



MY COMMISSION EXPIRES DECEMBER 2, 2014

My commission expires: \_\_\_\_\_

This instrument was prepared by:  
Name DON CASEY  
Address 1122 PELAU  
PLEASANT GR. AL.  
35127

- 45 Ibid page 803 Legal. Conforming to the law; according to law; required or permitted by law; not forbidden or discountenanced by law; good and effectual in law.
- 46 Ibid page 432 Doctrine. A rule, principle, theory, or tenet of the law; as, the doctrine of merger, the doctrine of relation, etc.
- 47 Ibid page 1239 Silence. The state of a person who does not speak, or of one who refrains from speaking. In the law of estoppel, "silence" implies knowledge and an opportunity to act upon it.
- 48 Ibid page 22 - Acquiescence. Equivalent to assent inferred from silence with knowledge or from encouragement and presupposes knowledge and assent. Imports tacit consent, concurrence, acceptance or assent.



STATE OF ALA. MONTGOMERY CO.  
I CERTIFY THIS INSTRUMENT WAS FILED ON  
PLPY 00112 PG 0300-0303 2014 Feb 20 11:41AM  
STEVEN L. REED

INDEX	\$5.00
REC FEE	\$10.00
CERT	\$1.00
CASH TOTAL	\$16.00
211897	
Clerk: #103 11:42AM	

# Exhibit C pages - 3

## AFFIDAVIT OF ROSEMOND S. SHANNON

In 2013 I attended a number of the Constitutional Revision Committee Meetings. The Committee Meetings are the result of SJR82, a 2011 resolution sponsored by Senator Del Marsh which called for a revision of the 1901 Alabama Constitution. After attending a number of these meetings I realized just how many changes were being introduced, I was in question as to the constitutionality of these proposed revisions.

Then, during the 2014 legislative session, I observed a number of bills that came up for committee hearings in the Senate Constitution, Campaign Finance, Ethics & Elections Committee that were a result of the Constitutional Revision Committee's meetings.

I attended most of these hearings and spoke on a number of the bills. During my speeches, I question the constitutionality of the bills and presented a number of facts and information showing the unconstitutionality of the revision process. Several speakers questioned the legislative authority to revise the Alabama Constitution in this manner but received no reply from committee members.

To date, I still have not found out by what authority these bills were introduced in the legislature or by what authority the Constitutional Revision Commission (SJR82) was created.

Affirmed,

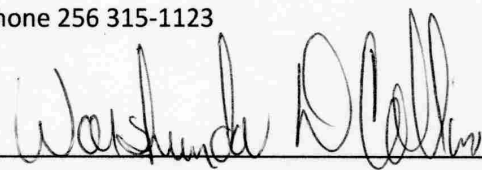
Signed 

Rosemond S. Shannon

P O Box 341

Eastaboga, Al 36260

Phone 256 315-1123

I,  a Notary Public, in and for the State of Alabama hereby certify that the individual who signed this instrument and who is known to me, acknowledge before me on this day, that being informed of the contents of this instrument, have executed the same voluntarily on the day the same bears date. Given under my hand this

23<sup>rd</sup> day of June, A.D. 2014.

Notary Public

Print Name Worshunda Collins

Notary Signature Worshunda Collins

My commission expires: My Commission Expires March 16, 2016

Seal

**AFFIDAVIT  
OF  
ANN C. EUBANK**

During the 2013 Alabama Legislative Session, I attended a number of the Constitutional Revision Committee meetings. The Committee Meetings were the result of SJR82, a 2011 resolution sponsored by Senator Del Marsh, which called for a revision of the 1901 Alabama Constitution. As these Committee Meetings progressed, I realized just how many changes were being introduced; not just minor adjustments as prescribed by our Alabama Constitution. I was in question as to the constitutionality of these proposed revisions.

During the 2014 Alabama Legislative Session, I observed a number of bills introduced during the Committee Hearings of the Senate Constitution, Campaign Finance, and Ethics and Elections that were the result of the Constitution Revision Committee's meetings.

I was in attendance of these hearings, and was present as others questioned the constitutionality of the bills, and heard a number of facts and information presented as to the unconstitutionality of the revision process. The legislators seemed to be confused as to whether they had the right to continue and actually recessed on more than one occasion.

At no time during the 2013, nor 2014 sessions, did the Constitutional Commission explain by what authority they were created.

Affirmed,

Signed: Ann C. Eubank

**Ann C. Eubank  
6091 Waterside Drive  
Hoover, AL 35244  
Phone: 205-215-4125**

I, Melody Warbington a Notary Public, in and for the State of Alabama hereby certify that the individual who signed this instrument and who is known to me, acknowledge before me on this day, that being informed of the contents of this instrument, have executed the same voluntarily on the day the same bears date.

Given under my hand this 29<sup>th</sup> day of June, A.D. 2014.

Notary Public Print Name Melody Warbington

Notary Signature Melody Warbington

My commission expires: 7-30-2017 Seal



# Exhibit C Expenses

Statement of expenses for William G. Anthony.

Feb. 4th, 2014 (initial signing and presentation to Del Marsh)	
1 round trip to Montgomery	66.42 miles @ \$0.56 a mile = \$37.20
April 12th, 2014 (planning and discussion for follow up)	
1 round trip to Clanton, Ala	143 miles @ \$0.56 a mile = \$79.77
1 meal lunch during meeting ...	.....\$18.97
July 1st, 2014 ( final signing for filing with circuit court)	
1 round trip to Montgomery	66.42 miles @ .56 a mile= \$37.20
Total expenses.....	.....\$173.07

Submitted

William G. Anthony

26June2014

Donald Curtis Casey, 1129 1<sup>st</sup> Av. Pleasant Grove, Alabama 35127

Expenses incurred with Quo Warranto demanding authority of Senator Del Marsh in his behavior to orchestrate a rewrite, a revision of the Alabama Constitution.

**Mileage:**

Clanton =	58 miles x \$.56	=	\$32.48
Montgomery 101 miles x 4 trips =	808 miles x \$.56	=	<u>\$113.12</u>
Total mileage expenses			\$452.48

**Filing:**

Montgomery County Clerk	\$8.50
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<b>Total Expenses</b>	<u>\$460.98</u>
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Submitted,

  
Donald Curtis Casey

26June2014

Phillip Joe Hartline, 1320 Nelson Road Albertville Alabama,

Expenses incurred with Quo Warranto demanding authority of Senator Del Marsh in his behavior to orchestrate a rewrite of the Alabama Constitution.

**Mileage:**

Clanton = 128 x 1 miles x \$.56 = \$71.68

Montgomery 166 miles x 2 trips = miles x \$.56 = \$185.92

Total mileage expenses  
\$257.60

**Meals:**

Clanton = \$10.00

Montgomery \$13.00 + \$13.00 \$26.00

Total meal expenses  
\$36.00

**loss of income**

**16 hrs x 12.00 192.00**

**Filing:**

My share of filing 1Jul2014 \$25.00

Total filing \$25.00

**Total Expenses \$420.72**

Submitted,

Phillip Joe Hartline

26June2014

Franklin R. Dillman, 2273 County Road 54 West, Notasulga, AL 36866

Expenses incurred with Quo Warranto demanding authority of Senator Del Marsh in his behavior to orchestrate a rewrite of the Alabama Constitution.

**Mileage:**

Clanton = 85miles x \$.56 = \$47.60

Montgomery 46 miles x 2 trips = 92 miles 177 miles x \$.56 =  
\$99.12

Total mileage expenses  
\$146.72

**Meals:**

Clanton = \$11.00

Montgomery \$13.00 + \$13.00 \$26.00

Total meal expenses  
\$37.00

**Filing:**

Montgomery County Clerk \$20.00

My share of filing 1Jul2014 \$25.00

Total filing \$45.00

**Total Expenses**

\$228.72

Submitted,

Franklin R. Dillman  
HMC USN-Retired



## EXPENSES FOR LOU CAMPOMENOSI

- OCTOBER 2013, CLANTON MEETING: 200 MILES  
ONE WAY=400MILES ROUNDTrip @.56 PER  
MILE=\$224
- FEBRUARY 2014,MONTGOMERY;ORIGINAL  
SIGNING OF DOCUMENT:166 MILES ONE  
WAY=332 MILES ROUND TRIP=\$175.92
- JUNE 2014,MONTGOMERY: SIGNING OF  
REVISED DOCUMENT;SAME AS ABOVE: \$175.92
- TOTAL=\$575.84

Statement of expenses for Marion Patrick.

Feb. 4th, 2014 (initial signing and presentation to Del Marsh)	
1 round trip to Montgomery	76 miles @ \$0.56 a mile = \$42.56
April 12th, 2014 (planning and discussion for follow up)	
1 round trip to Clanton, Ala	102 miles @ \$0.56 a mile = \$57.12
1 meal lunch during meeting .....	\$20.00
July 1st, 2014 ( final signing for filing with circuit court)	
1 round trip to Montgomery	76 miles @ .56 a mile= \$42.56
Total expenses.....	\$162.64

Submitted

Marion Patrick

**W. Cecil Godwin & Patricia S. Godwin  
10800 Co. Rd. 30  
Selma, Alabama 36701**

**\*\*\*\*\***

**01 July 2014**

**RE: QUO WARRANTO ACTION/ EXPENSES INCURRED**

**04 February 2014 – Round trip to Montgomery @ 100 miles @.56 per mile = \$56.00  
Lunch @ Wintzells 35.00**

**12 April 2014 – Round trip to Clanton @120 miles @ .56 per mile = 67.20**


**01 July 2014 – Round trip to Montgomery @100 miles @ .56 per mile = 56.00  
Lunch @ Wintzells Approx. 35.00**

**SubTotal \$249.20**

**Filing Fee: \$200**

**\$200.00**

**Total \$449.20**

  
Cecil Godwin, Jr.

01 July 2014  
Date

  
Patricia S. Godwin

01 July 2014  
Date