

✓ To: The Ballot Law Commission (B.L.C.)
c/o The Secretary of State
Concord, New Hampshire 03301

RECEIVED

DEC 22 2003

RE: Petition of Joseph S. Haas, Jr.

NEW HAMPSHIRE
SECRETARY OF STATE

MOTION TO RECONSIDER

NOW COMES the Petitioner Haas within just hour(s) of receipt of this 2-page DECISION of Fri.day, Dec.ember 5th, 2003 alerted to an envelope with my name on it after seeing Karen Ladd at the G&C Meeting of 10:00 a.m. today in Council Chambers who told me to go get it O.K. with her, and as given to me by Sylvia there, and read with the following two VERY basic arguments:

- 1.) that in paragraph #2 on page #1 the Commission does correctly indicate that it has the jurisdiction to "hear" the complaint, by RSA 665:5+7, the key word of to HEAR is NOT the equivalent of to READ, and so I've been denied my procedural due process right! and DEMAND/ Claim that this B.L.C. do its duty too of setting this up for a hearing AND narrowing the issue(s) to at least be whether:
- 2.) ...the word "obligation" in RSA Ch. 382-A:3-310(a), as cited in page #2 of this DECISION, be given a greater meaning than its: "Also termed legal obligation" as spelled out in BLACK'S LAW DICTIONARY, 7th Edition (c)1999 @ page 1102 (emphasis added, as it compares with the word lawful, as in legal tender greenbacks or notes* supposed to be redeemable into lawful money coins by Title 12, Section 411, U.S. Code, because "unless it appears that a different meaning was intended" -- as in WHERE is the technical definition of this word obligation in the statutes; IF it exists at all, as compared to the dictionary definition, we not living in some George Orwellian "1984" double-talk, but supposed to be having our public servants live by the law and statutes, and in this case to see also RSA Ch. 21:2 Common Usage at page 131 of the 2001 book for Title 1: The State and its Government, wherein: "Words and phrases shall be construed according to the common and approved usage of the language;" See the case of: Appeal of Denman (1980) 120 N.H. Reports 568, 419 A.2d 1084 as quoted from above, in the ANNOTATION there under #2. Regulations. THUS: since there is NO legal obligation entered into the equation beyond the word "pay", then only Bosa who did PAY his filing fee "at the time" of filing, complied with BOTH the law and statute, the law being the Constitution and in particular Art. 97 as annotated. The Secretary of State, Bill Gardner had no authority to accept an "obligation", defined in Webster's Third New International Dictionary, (c)1966 @ page 1556, #2 as "a liability to pay" (emphasis ADDED, as for LATER in the day at a DIFFERENT time, rather than "AT the time" of filing! (emphasis ADDED AGAIN!), this Webster going even further than the West Publishers by writing in definition #3b than an obligation is: "a duty arising by contract is a legal liability" synonym: DEBT, and with the word: obligational defined as: "qualified to create a legal or financial obligation." The statute is to be strictly applied WITHOUT any created obligations "to pay", since it reads to pay AT THE TIME of filing!

Yours truly,


JosephSHAas@hotmail.com

P. O. Box 3842
Concord, N.H. 03302

Monday, Dec.ember 22nd, 2002 @ 11:45 a.m.

* par. #1 @ p. 2

225090 = ?

Enclosed: five (5) photocopies.