

Exhibit

11

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

MAID OF THE MIST)
CORPORATION)
and MAID OF THE MIST)
STEAMBOAT COMPANY, LTD.,)

 Plaintiffs,)

v.)

ALCATRAZ MEDIA, LLC,)
ALCATRAZ MEDIA, INC. and)
WILLIAM M. WINDSOR,)

 Defendants.)

CIVIL ACTION NO:

1:09-CV-01543-WSD

EMERGENCY MOTION

**REQUEST FOR SPECIFIC APPROVAL TO FILE MOTION FOR
DIRECTION ON MOTION TO SHOW CAUSE FOR CONTEMPT**

COMES NOW William M. Windsor (“Windsor”) and shows the Court as follows:

1. The Plaintiffs filed a response to the Order to Show Cause regarding their motion for contempt on July 13, 2011.
2. The Briefing Order given as a minute entry at the Hearing on July 15, 2011 applied only to the matter heard on July 15, which was the Court’s Order to

Show Cause for Windsor to provide financial information. Nothing was said about the Plaintiffs' show cause filing.

3. Windsor does not have approval to file a response to that filing.

Windsor needs approval to be able to respond, unless the Court wants to do what's right and go ahead and deny the motion.

4. Windsor has stated emphatically that he didn't violate any court order.

Windsor has provided detailed financial information that shows that he does not have the amount of money needed to pay this. When you don't have the money, you can't pay, and when you can't pay, you are unable to comply with the order.

Windsor may not be found in contempt for something he could not do.

5. Windsor's net worth is almost a negative \$1,000,000.00. The

payables shown on the Financial Statement provided to the Court must be repaid, and any new obligation would be behind these prior obligations.

6. Windsor's Financial Statement provided to the Court is an absolutely accurate reflection of Windsor's financial position.

7. Windsor has no income. He has less than \$100 in his bank account.

Windsor has no access to any funds. This causes the inability to pay.

8. Judge Duffey attempted to assert that a note payable is only valid if the amount in cash was delivered to the person making the note. As any intelligent

businessperson knows, a promissory note can be given for things obtained, services obtained, or payments made by someone else.

“A **promissory note**, referred to as a **note payable** in accounting, or commonly as just a "note", is a negotiable instrument, wherein one party (the *maker* or *issuer*) makes an unconditional promise in writing to pay a sum of money to the other (the *payee*), either at a fixed or determinable future time or on demand of the payee, under specific terms. (*Wikipedia*.)

“A written, signed, unconditional promise to pay a certain amount of money on demand at a specified time. A written promise to pay money that is often used as a means to borrow funds or take out a loan. The individual who promises to pay is the maker, and the person to whom payment is promised is called the payee or holder. If signed by the maker, a promissory note is a negotiable instrument. It contains an unconditional promise to pay a certain sum to the order of a specifically named person or to bearer—that is, to any individual presenting the note. A promissory note can be either payable on demand or at a specific time.” (*West's Encyclopedia of American Law*, edition 2. Copyright 2008 The Gale Group, Inc.)

“PROMISSORY NOTE, contracts. A written promise to pay a certain sum of money, at a future time, unconditionally. 7 Watts & S. 264; 2 Humph. R. 143; 10 Wend. 675; Minor, R. 263; 7 Misso. 42; 2 Cowen, 536; 6 N. H. Rep. 364; 7 Vern. 22. A promissory note differs from a mere acknowledgment of debt, without any promise to pay, as when the debtor gives his creditor an IOU. (q.v.) See 2 Yerg. 50; 15 M. & W. 23. But see 2 Humph. 143; 6 Alab. R. 373. In its form it usually contains a promise to pay, at a time therein expressed, a sum of money to a certain person therein named, or to his order, for value received. It is dated and signed by the maker. It is never under seal. He who makes the promise is called the maker, and he to whom it is made is the payee. Bayley on Bills, 1; 3 Kent, Com, 46. Although a promissory note, in its original shape, bears no resemblance to a bill of exchange; yet, when indorsed, it is exactly similar to one; for then it is an order by the indorser of the note upon the maker to pay to the indorsee. The indorser is as it were the drawer; the maker, the acceptor; and the indorsee, the payee. 4 Burr. 669; 4 T. R. 148; Burr. 1224. Most of the rules applicable to bills of exchange, equally affect promissory notes. No particular form is requisite to these

instruments; a promise to deliver the money, or to be accountable for it, or that the payee shall have it, is sufficient. Chit. on Bills, 53, 54. There are two principal qualities essential to the validity of a note; first, that it be payable at all events, not dependent on any contingency; 20 Pick. 132; 22 Pick. 132 nor payable out of any particular fund. 3 J. J. Marsh. 542; 5 Pike, R. 441; 2 Blackf. 48; 1 Bibb, 503; 1 S. M. 393; 3 J. J. Marsh. 170; 3 Pick. R. 541; 4 Hawks, 102; 5 How. S. C. R. 382. And, secondly, it is required that it be for the payment of money only; 10 Serg. & Rawle, 94; 4 Watts, R. 400; 11 Verm. R. 268; and not in bank notes, though it has been held differently in the state of New York. 9 Johns. R. 120; 19 Johns. R. 144. A promissory note payable to order or bearer passes by indorsement, and although a chose in action, the holder may bring suit on it in his own name. Although a simple contract, a sufficient consideration is implied from the nature of the instrument. Vide 5 Com. Dig. 133, n., 151, 472 Smith on Merc. Law, B. 3, c. 1; 4 B. & Cr. 235 7 D. P. C. 598; 8 D. P. C. 441 1 Car. & Marsh. 16. Vide Bank note; Note; Reissuable note. (*A Law Dictionary, Adapted to the Constitution and Laws of the United States*. By John Bouvier. Published 1856.)

9. The sanctioned party bears the burden of producing evidence of inability to pay, and Windsor has done so. (*Gaskell v. Weir*, No. 92-16769 (9th Cir. Nov. 22, 1993). Accord *Dodd Ins. Servs., Inc. v. Royal Ins. Co. of Am.*, 935 F.2d 1152, 1160 (10th Cir. 1991); *In re Kunstler*, 914 F.2d 505, 524 (4th Cir. 1990). (*In re Seith*, 15 F.3d 1089 (9th Cir. 01/05/1994).)

WHEREFORE, it is requested that this Court:

- a. grant this motion;
- b. issue an order providing approval for Windsor to respond to the Plaintiffs' show cause filing;

- c. issue an order declaring that Windsor has not committed contempt;
and
- d. grant such other and further relief as is appropriate.

Submitted, this 18th day of July, 2011.



William M. Windsor

Pro Se

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CERTIFICATE OF COMPLIANCE

As required by Local Rule 7.1D, N.D. Ga., I hereby certify that this pleading has been prepared in Times New Roman 14-point font, one of the font and point selections approved by this Court in Local Rule 5.1B, N.D. Ga.

A handwritten signature in black ink, appearing to read "William M. Windsor". The signature is written in a cursive style and is positioned above a horizontal line.

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CERTIFICATE OF SERVICE

I hereby certify that I served this by email and by depositing in the United States Mail with sufficient postage addressed as follows:

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This 18th day of July, 2011.



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