Dear election officials,

Per state supreme court rulings, etc., an enforceable "implied-in-fact contract" arises between parties who signify agreement through an action – as in a voter surrendering a completed ballot according to instructions of election officials. Implied warranties and implied duties always accompany implied-in-fact contracts. This notice to you, by me the undersigned voter, reminds you of said contract and the accompanying implied warranties and duties that are binding by law upon you. By no means is this notice intended to educate you about centuries'-strong precedent, so if said subject is unfamiliar to you, you may be obliged to consult your legal counsel lest you risk being derelict in your due diligence. This notice reminds you that, among a number of other responsibilities said contract binds you to, you are legally bound to implied warranty and implied duty.

Among your implied duties is that you

- prioritize accuracy and honesty above speed in ballot selection counting;
- prevent dilution of legitimate votes by allowing illegitimate ones in excess of the expected numbers of votes allowed;
- consider the most verifiable cast ballot by me to be the one and only authoritative ballot cast by me. I will not tolerate that my in-person ballot surrendered to you when I've presented irrefutable proof of my identity is destined for the category of "provisional" because some unknown person or electronic system previously submitted a ballot in my name. Ballots surrendered to you in my name but without ID must be deemed to be more provisional than my just-in-time ballots when I show valid ID.
- reveal relevant information to me, including the fact, if true, that my ballot selections are converted into unsuperviseable electronic signals prior to them being counted, and that those unsuperviseable electronic signals are the most authoritative basis by which race results get reported. If any relevant facts are not acceptable to me, then I will be entering said contract under duress. As you can easily understand, the unsuperviseable possession of my ballot selections in format mutable prior to counting or exploitable, by an entity whom I've not vetted for honesty would certainly be unacceptable to me.

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State specific validation:

Search string: <state> court "implied in fact contract"

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SD Codified L § 53-1-3 (2022)

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