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CREDITORS AND THEIR BONDS

PLUS

THE HIDDEN COMMERCIAL COURT PROCESS



AMERICAN DEBTORS' PRISON

CREDITORS AND THEIR BONDS

Bond. In every case a bond represents debt – its holder is a creditor of the corporation and not a part owner as is the shareholder.

The word “bond” is sometimes used more broadly to refer also to unsecured debt instruments.

[Definitions used here are generally from Black’s 6th]

1) Bond supporting credit authorizations

This bond is the debt side of the implied contract that resulted when your grandparents took all their gold to the Federal Reserve Banks by May 1, 1933.

A bond is always evidence of a debt.

It can be a liability to the deb tor or an asset to the creditor.

This bond is also the implied debt that resulted when you applied for a birth certificate for new entities (straw men) you requested that the States create when you had your babies. You put a description of your baby on the application. This tied the baby and the straw man together as long as the described baby man lived. When the man dies, the straw man is terminated by the State with a Death Certificate. It has no commercial energy without the man.

Straw man: A “front”; a third party who is put up in name only to take part in a transaction. Nominal party to a transaction; one (JOHN) who acts as an agent for another (John) for the purposes of taking title to real property and executing whatever documents and instruments the principal (John) may direct respecting the property. Person (JOHN) who purchases property for another (John) to conceal identity or real purchaser or to accomplish something that is otherwise not allowed. [Can’t mix public and private!]

Implied Partnership: One which is not a real partnership but which is recognized by the court as such because of the conduct of the parties [the defendant trust you as trustee, as the defendant’s surety]; In effect, the parties are estopped from denying the existence of a partnership. [That is a dishonor.]

This bond is also the implied debt that resulted when you applied for a title to a car, a mortgage, or any other Loan that resulted in collateral being registered with the State.

You cannot be required to pledge your substance, but you can voluntarily pledge it to help the UD through its bankruptcy status.

Pledge: A bailment

Bailment: A delivery of goods or personal property, by one person (bailor) [strawman] to another (bailee) [State or UD], in trust for the execution of a special object [exemption] upon or in relation to such goods.

If you do not volunteer, you may be given “choices” to make it easier for you to volunteer, but you must always do this voluntarily. You are not asked to GIVE your substance, only to pledge it, while you keep possession of the substance. In return, you get the implied bond. The straw man received a social security number. The correlating private side number is the exemption identifier number – same digits, just no dashes.

Public debt number = 123-45-6789

Strawman / Debtor / agent of US or State

Private exemption number = 123456789

Creditor

The straw man is a creation of the debtor corporation, so it is presumed to be an officer, agent, or employee of the debtor corporation. It must file tax returns and must follow all the corporate rules and regulation (public laws).

The man, on the other hand, is not a creation of the debtor corporation, but is the presumed representative of the straw man. The man is also the one who had the creditor side of the debt the US owes. This is the national debt – at least part of it. Part of the national debt is owed to the people who pledge their substance in return for an exemption from “paying” public debts. The US runs on credit. It does not have its own credit. Everything is backed by the full faith and credit of the people. We have to have faith the US will honor its debts, and we have to know how to use our credit. The straw man cannot use your credit on its own, but it can use it if you authorize it. Our authorization is backed by the implied contract and the resulting bond (debt) the US has to the people. As long as the people are not acting like debtors and victims, they can use their credit. When the people start acting like debtors (straw man), they dishonor their own heritage and rights.

Your private instruments are backed by the bond. The number on the bond is 123456789 for John Doe.

2) Bond for discharge

This is the creditor / holder’s side of the bond (evidence of a debt). When you use a bond for discharge, you are using your credit backed by the implied bond (debt) resulting from your pledges to help the US through its bankruptcy. There is no value limit to this bond, as you voluntarily agree to pledge every bit of substance you ever get until the money is put back into circulation. All the substance you have (cars, dirt, shoes, food, toothbrushes) was acquired by giving the merchants Federal Reserve notes.

You can never get title to things unless you pay for them. Since there is no money in the US, only debt paper, every time you get a pair of shoes, you are exchanging a debt for the shoes. In the US, since 1933, That is an acceptable practice. Outside the US and its States, in the states, that is not acceptable. If you tried to get shoes without paying for them in the states, you would be put in jail for stealing, but in the jurisdiction of the US, you can get possession of the shoes by giving the merchant debt paper. You just can’t get title. If you want the title, you will have to give the merchant a real asset from the private side (substance). The only substance that is yours is your exemption. That equates to credit in admiralty and equity.

March 9, 1933 73rd Congress

MR PATMAN: “Under the new law *the money is issued to the banks in return for Government obligations, bills of exchange drafts, notes, trade acceptances, and banker’s acceptances. The money will be worth 100cents on the dollar, because it is backed by the credit of the Nation. It will represent a mortgage on all the homes and other property of all the people in the Nation.*”

MR PATMAN: “The money so issued will not have one penny of gold coverage behind it, because it is really not needed.”



The bills of exchange are government obligations and to the private investors. The banker's acceptances are government obligations. When you accept a presentment for value and *sign it, you have just done a banker's acceptance. Public banks can also do a banker's acceptance. It is not designated to just one side or the other.*

Have you asked who is ISSUING the new money to the banks? Can the Government issue money to the banks? Can other banks issue money to the banks? Where is this new money that is going to be issued to banks? Where does the bank go when it wants to be issued more money? The people have been always been private bankers in the states in America. Now we also have public bankers. The people used to dig the gold and silver out of the ground, have it minted, and then put it into circulation. Now the people sign notes, and give them to the banks to turn into "debt money", and the banks put the debt into circulation "as money". It would be against the law for the people to do that. They have to issue their credit (money) to the bank to do through the straw men. When you use the US bond (even though it is an implied bond), to discharge a public debt, the debt is discharged. House Joint Resolution 192 is the written public (insurance) policy guaranteeing this can be done. The people are still issuing new money to the banks by signing notes and giving them to the banks.

Implied: This word is used in law in contrast to "express"; i.e., where the intention in regard to the subject matter is not manifested by explicit and direct words, but is gathered by implication or necessary action from the circumstances, the general language, or the conduct of the parties.

Using the bond (debt) to discharge another debt is common in the US. Mr. Patman said the new money represented a mortgage on all the homes and other property of all the people in the Nation. He used the word "nation" with an expansive intent. There were and are no people in the nation. The nation is a political creation. But, there are people behind all the straw men, which are in the nation. On a mortgage there is always a debtor and a creditor. The new money was issued based on the people and US corporations turning in their gold. The corporations were controlled by the US, but the people were not. The corporations had no substance, but the people did. The people volunteered to enter an implied contract with the US. The New Deal was announced in Congress in March 1933. The executive order was given in April. The gold had to be deposited in the Federal Reserve Banks by May 1. The congress proclaimed its public policy in House Joint resolution 192 in June. The new public policy was that no creditor on this new mortgage could require payment in any particular form of US coin or currency. As creditors, the people could not require payment for any new mortgage in gold. Neither could any other creditor. That New Deal made the people who participated in the salvation of the US corporation, creditors. It also made debtors of the US corporations their officers, agents, and employee – including all the straw men.

This is an example of set-off and adjustment of mutual debts. The straw man owes debt to a US corporation agency, and the US owes a debt through an implied promise to the man. The US can never pay the man, because there is no money, but the US can give the straw man debt money it can use in commerce in the US to use to get possession of products and services for you. You get to use the products or services. When you use a bond to discharge a public debt, you have used your exemption (credit), which is the only title you can have on the private side. You are an investor in the US corporations. That does not make you an owner. It makes you a creditor.

3) Appearance bond

This is a bond that assures you will appear in a court proceeding. It is not a catchall bond that covers everything that will come up in the case. To get the appearance bond you have to give your word (bond) that you will appear to finish settling the accounting. It is issued by the hearing officer, if it is requested and if there is no controversy. If you are honorable enough not to start arguing with the hearing officer or the Complainant, or the prosecuting attorney, you can get this bond.

There must be no controversy. That fact is established by your voluntary act of accepting the charging Instrument for value and returning it. In doing so, you are exchanging your exemption (credit) for the discharge of the charge(s). You are bonding your pledge to appear and settle. If it were not voluntary, that would be bondage. You must tell the hearing officer that you are not disputing any of the facts.

Dispute: A conflict or controversy; an assertion of a right, claim, or demand on one side, met by contrary claims or allegations on the other. The subject of litigation; the matter for which a suit is brought and upon which issue is joined, and in relation to which jurors are called and witnesses examined.

When you enter a dispute, you join the issue and confirm the existence of what was just an idea, making it materialize and give subject matter that can be tested by a jury or witnesses.

Once you ask for the bond, it is yours. If you ask for it again, it will appear that you do not know you already have it, and the hearing officer will proceed as though he is talking to a debtor/straw man. A debtor/straw man does not automatically get an appearance bond. It may be required to pay for a bail bond. An appearance bond with conditions incorporates a cost to you.

If you have requested the appearance bond at no cost to you, there will be no conditions to the release. If you do not ask for it that way, there may be conditions – like drug testing, required meetings with court officers, or required daily or weekly phone calls. Those are a cost to you, as they take your time and your property.

If you don't appear AND settle the accounting, you will be in dishonor of your word (your bond), and the appearance bond will be revoked. They will not tell you it has been revoked. Your dishonor will then be used to carry out the presumption that you are representing the straw man in a fiduciary capacity, and that you are in breach of your fiduciary duty. That is not allowed in equity. Then the debt of the straw man will be put on you. If there is not enough property held in the name of the straw man to cover the dishonor, or if you as trustee refuse to turn over the trust property to settle the debt. They will take your body as surety for the debt. It is the trustee's body being taken. You volunteered to be the trustee.

Charging order: A statutorily created means for a creditor [Plaintiff] of a judgment debtor [Defendant] who is a partner of others [you] to reach the debtor's beneficial interest in the partnership [your Credit], without risking dissolution of the partnership. Uniform Partnership Act, ss 28.

The purpose of the court case is for the judge to test the facts of an accounting. He is the auditor in a possible dispute between a creditor and a debtor. The creditor always wins. It is a matter of how much the debtor will pay that is being determined in a court case.

Audit: Systematic inspection of accounting records involving analysis, tests, and confirmations. The hearing and investigation had before an auditor. A formal or official examination and authentication of accounts, with witness, vouchers, etc. [L audit he hears, a hearing, from audio – **to hear**]

Auditor: An officer of the court, assigned to state the items of debit and credit between the parties in a suite where accounts are in question, and exhibit the balance. Under Rules of Civil Procedure in many states, the term “master” is used to describe those persons formerly known as auditors;

Magistrate: [L. magister – a **master**, from magia - sorcery, from Greek mageia – the theology of Magicians]

Vouch: To give personal assurance or serve as a guarantee.

Voucher: A receipt, acquittance, or release, which may serve as evidence of payment or discharge of a debt, or to certify the correctness of accounts.

4) Surety bond

The surety bond is used to subrogate liability from one party to another. It is similar to an indemnity bond. you can issue a surety bond to relieve someone, who is in dishonor, of potential financial damage. You can indemnify an honorable party who may have made a mistake, by volunteering to be his surety. This is often the case with a judge. If you do this, you are moving into a creditor position because you are taking responsibility for the actions of another. Three parties are requested; 1) the one who is volunteering to be the surety, 2) the debtor, and 3) the creditor. There can be more than one creditor and more than one debtor. Creditor status can change during the case. When you become the creditor, someone has to be the debtor, the prosecuting attorney signed the complaint, and there is not bond in the case file, and there is no signed security agreement, he is going to be the debtor. If he acts honorably and tells the judge he wants to settle or have the case dismissed, he stays in honor. You may have to authorize him to sign the check to settle the accounting. If he acts in dishonor, he is the one who will be left holding the bag. You can bond the parties and/or bond the case. [See 6 Case Bond]

Suretyship: The relationship among three parties whereby one person (the surety) [you] guarantees payment of debtor’s [Defendant] debt owed to a creditor [Plaintiff] or acts as a co-debtor [co-defendant]. generally speaking, “the relation which exists where one person [you] has undertaken an obligation, and another person [Defendant] is also under an obligation or other duty [to give energy/credit] to the oblige [Plaintiff], who is entitled to but one performance, and as between the two who are bound [you and the Defendant], one rather than the other should perform.”

Suretyship bond: A contractual arrangement [created by your mother’s signature on the application for the birth certificate] between the surety [you], the principal [Defendant] and the oblige [Plaintiff] whereby the surety [you] agrees to protect the oblige [Plaintiff] if the principal {Defendant] defaults in performing the principal’s contractual obligations [discharging debt, or in anyway dishonors the Plaintiff]. The bond [your written word] is the instrument which binds the surety [you].

The surety bond is delivered to the one who dishonored you. It is wise to have evidence of the dishonor before you issue a surety bond. Satisfactory evidence could be a certificate from a notary after an administrative process has been completed to assure there really is a dishonor. You might just think you were dishonored.

If you are in dishonor yourself, and have not corrected the mistake, you are not in a position to be claiming you have been dishonored. This is a very narrow window. You must always approach equity with clean hands.

The surety bond is also delivered to the bonding company if the one in dishonor is a public officer with a bond. It is also delivered to the clerk of court, if there is a court case in process. Always get a certified copy of the surety bond from the clerk after it is filed.

6) Case bond

This bond is in the nature of a replevin bond. A replevin bond was formerly used in common law (equity) when there was a dispute and one party chose to file a claim in court against another party in possession of property in dispute. The moving party was required to bond his charge (claim) before he could get temporary possession of the subject property. The replevin bond was double the value of the subject property. Part of it was to indemnify the sheriff who seized the subject property from the defendant in possession. The other part was to guarantee the defendant would be reimbursed at least for the value of the seized property if it were not returned to him in the event he won the case.

In equity all charges need to be bonded. You have heard: "Put your money where your mouth is." That is what is happening when charges are brought in court and the moving party bonds the case. This policy assures the defendant will not be damaged by a unsupported complaint. Charges are rarely bonded in modern court procedures, until after the case is decided. By that time, the defendant is almost always in dishonor, so the prosecuting attorney can use the defendant's dishonor to bond the case. It is really the defendant's representative that is bonding the case. Again it is the man's credit that gives life to the bond. If the defendant is in dishonor because of what its representative (trustee) said or did or did not say or did not do, it is the trustee's credit that is used to satisfy the debt – discharge the bond.

You can voluntarily bond the case if there is no bond already in the clerk's file. Be sure to get a certified copy of the docket sheet as evidence there is no bond in the case, before you issue your bond. When you Bond the case, you are the creditor and creditors win. If you bond the case, become the creditor, and then dishonor the judge, the attorneys, or the process in any way, you will lose your position as a creditor and go back to representing the defendant. All the dishonors are pinned on the defendant even if you are the one who went into dishonor through your words or your actions. The defendant cannot talk or act. It all comes from you.

If you bond the case and underwrite all the obligations/loss/cost/ of the honorable citizens of the State of _____, that would include the attorney, as long he is honorable. If he is not, he refuses the Indemnification and volunteers to have his dishonor give the commercial energy to the settlement. It is up to him. The judge will go along with what he requests. Usually, the attorney will tell the judge that the Plaintiff moves for dismissal.

7) Performance bond

Performance bonds guarantee that parties to a contract will not be damaged by the conduct or lack of conduct of an officer. This could include an executor, trustee, officer of a court, officer of a corporation, guardian, etc. Wherever there is a fiduciary duty, there may be a need for a performance bond. An oath is a performance bond in common law. In the modern States and integrated court system, bonds are backed by insurance companies. They are actually insurance policies.

Performance bond: Type of contract bond, which protects against loss due to the inability or refusal of a contractor to perform his contract. Such are normally required on public construction projects.

Official bond: A bond given by a public officer, conditioned that he shall well and faithfully perform all the duties of the office.

Contractor: One who in pursuit of independent business undertakes to perform a job or piece of Work, retaining in himself control of means, method and manner of accomplishing the desired result.

Construction: Interpretation of statute, regulation, court decision or other legal authority. The process, or the art, of determining the sense, real meaning, or proper explanation of obscure, complex or ambiguous terms or provision in a statute, written instrument, or oral agreement, or the application of such subject to the case in question, by reasoning in the light derived from extraneous connected circumstances or

actions or writings bearing upon the same or a connected matter. Or by seeking and applying the probably aim or purpose of the provision. Drawing conclusions respecting subjects that lie beyond the direct expression of the term.

Refusal: The act of one who has, by law, a right and power of having or doing something of advantage, and declines it. ...a refusal implies the positive denial of an application or command, or at least evidential determination not to comply.

Power: Authority to do any act which the grantor (you) might himself lawfully perform. The following is taken from *In Search of Liberty in America* (one of Byron's books)

Why do officers of government hold positions called "trust or profit"? Look at some constitutions to find the phrase. References to the Constitution for the United States of America are provided below.

Any Office of honor, Trust or Profit under the United States" Article I, Section 3

Any Office of honor, Trust or Profit under the United States" Article I, Section 9

Any Senator or Representative, or Person holding an Office of Trust or Profit under the United States" Article II, section 1

Any Office or public Trust under the United States" Article VI, clause 3

Suffice it to say, trillions of dollars in assets are being held in these Trusts in America today. You can verify this if you study the Comprehensive Annual Financial Reports that each corporate entity within the United States empire is required to have.

The Trust transfers possession of trust assets to another, the trustee can make rules and regulations for the use of the Trust property and also rules for the conduct of those "persons" accepting protection or receiving property. Trust property may remain in the so-called public forum held directly by the Trust or its partners or corporations, or it may be conveyed into the private domain. It is all effectively Trust property, public and private, until it is taken out of the protection of Trust.

RULES OF THE GAME

RULE #1: The fiction and real cannot mix. The public and the private cannot mix.

You cannot create a public debt.

That is against the law.

A creditor can issue a bond (evidence of a public debt) and use the bond to discharge other public debts.

You cannot use the public federal reserve routing numbers on the private credit instruments you issue.

Those routing numbers are public.

Your credit instruments use your private routing number (EIN) with the closed account number.

You are a private banker.

The closed account number was accepted and put on a UCC-1.

Your acceptance of the account number takes it to the private side for adjustment and setoff.

You gave notice to John Snow, or his predecessor, that you had accepted the account as collateral.

Your secured party collateral rights are private.

You are a secured party on the private side even without filing a UCC-1

The UCC-1 is to give notice on the public side of your collateral rights.

That is why you can use the account for adjustment and setoff of public debts.

There is no money on the private side.

Debt is used on the public side to discharge other public debts.

There is no money on the public side either, but debt is accepted "as money".

The debts that are owed to you by the public, can be used to discharge public debts.

A debt is a liability to the debtor and an asset, a bond, each time you use your credit.

You can bond your bill of exchange, or use a bond.

Either way, it is a bond (evidence of a public debt owed to you) that discharges the public debt.

If the State cannot file a claim against you, because it is a fictitious entity and you are a real man, then it must file a claim against s straw man to get to you. What is it trying to get? Does it want your body in jail? The money in your bank account? Your house? Your business?

The answer is NO. It wants your credit. It already has the rest of it, because everything is either registered or found on registered property. The state does not want the things that are held in the name of the straw man, but it has no compunction against taking those things, if you dishonor it in any way. All those things, except your body, belong to the straw man, which is an officer, agent, or employee of the US or one of its States. They do not belong to you. The "money" (FRN's) belongs to the Federal Reserve, because it is the entity that created it. The straw man just gets to use it as long as it follows the federal reserve rules. The title to the real property associated with your house is held by the straw man. The business license for your business was issued to the straw man. The registration for the car names the straw man as the owner. The driver's license was issued to the straw man. None of those assets belong to you. They are all pieces of paper that belong to the straw man, UNLESS it fails to follow the rules.

Presentment has a complaint – a moving party. What is it trying to move? What is its complaint? It is usually using a statute as the grounds for the complaint. If public and private can't mix, the complaint must be against the public straw man – not you. Why would the State care if a piece of paper violated a (fictitious) law? What is the motivation?

State is trying to move you to let it use your credit. If you refuse, the State can move the court to grant the use from your dishonor. Does the State really have a complaint, or is it just asking for your help? Maybe the complaint is that it is out of "money". There is no money. None on the private side (gold and silver). None on the public side (except your credit).

Does the office manager do when it needs more money for paperclips? It requisitions the guys on the top floor for money to buy more paperclips. Do the bosses say, "No Way!"? Of course not! That would be counter-productive to the purpose of the business. Think of the State as your business. You need to be sure there are enough paperclips, or the business may fail. Why would you refuse to honor the requisition? Why you argue about whether or not the requisition form was filled out properly? Why would you deny you are the proper party to fulfill the requisition? Why would you ignore the requisition? Why would you get mad and start charging the messenger with fraud? If you ignore the requisitions and spend all your boss's money trying not to fulfill the requisitions, the business will fail. Where would that leave you? Your business is down the tubes. You might be in jail for breach of contract. Your property has been taken by the corporate attorneys. Your money is gone. All the people who depended on your business have to use other sources of your products and services. You are a very irresponsible business man. If you had just signed the requisition, you would still be on the top floor. Instead, the trust assets are gone and you are making license plates.

The State has no substance. It has no money. It has no inherent right to anything, except what it has created which is the straw man. It has a very important function. It has been charged with providing for the means by which you can go into grocery stores, gas stations, libraries, shopping malls, airports, car dealerships, and marts. It does not get "money" from somewhere, it cannot continue to provide the infrastructure you find so convenient. The only source it has is taxes. License, permit, and registration fees are a source of revenue for the State, but that is not sufficient for the giant octopus feeding machine we have grown to love and depend on. It needs to feed off your credit, and if you don't voluntarily let the State use it, the State will use your dishonor to take it.

If you have filed a claim against the straw man, the State doesn't even control that anymore. If you have named the Secretary of State as the secured party, it has additional expenses as trustee of the property held in the name of that straw man. The situation is getting worse for the State. Where will it get the money it needs to continue supplying all the services you expect from it? It has to go to you and ask you for your credit.

Have you ever had to ask your dad for financial help after you left his house and were out on your own? It is embarrassing! The State does not want to just ask if it can use your credit. It will have to find creative ways to ask for it, get it, and save face in the process.

The trick is for the State to ask for your help without the un-enlightened person/US citizens being able to see it. The State must have your credit, AND it is going to get it one way or the other. It is going to get it the easy way or the hard way. It is all up to you.

So the only thing the State can't take is your body and other substance in your possession, UNLESS you voluntarily authorized the State to use it. You always have a choice to retain possession of your substance, or let the State take possession of it. Remember, possession is 9/10 of the law. What is the other 1/10 then?

HONOR

RULE #2: Stay in honor at all costs.

Your mission should you decide to accept it, is to honor the State when it asks you (in its aggressive way), to let it use your credit (exemption). The State is raising you up as a creditor every time it gives you a presentment. It is your choice. You can honor the State by accepting its presentment and issuing an authorization VOLUNTARILY for it to get enough of your credits to equal the value of its presentment – dollar for dollar, OR You can VOLUNTARILY dishonor the State by refusing, arguing, making it prove its claim, or defending the straw man, pretending the State has no right to make its claim.

Wow! That is a hard choice, You can voluntarily authorize the State's use of your exemption, or you can voluntarily dishonor the State, at which time it will use your dishonor to take property from the straw man or take your body and collect rent while you sit in jail. Gee- What should I do? What should I do?

There is an easy way and a hard way. The choice is always yours. The State is only following your lead. If you argue or defend, it gets to use your exemption AND maybe take some of your possessions besides. If you accept and authorize the State to use your exemption, it is required to accept it. What do you have to lose? Is your exemption limited? Can it be depleted? No! What difference does it make if the State gets to use your exemption? The difference is, the grocery stores and Wal-Mart's stay open. The fire department responds to fire calls. The garbage trucks pick up your garbage, and the streets are repaired.

When you understand how to stay in honor, it is a win / win situation. If you do not know how to stay in honor, It might be a win / lose situation, with you losing. The State will get what it wants either way.

RULE #3: there is no money.

What do you use to pay your bills? If there is no money, what does the State use to pay its bills? Do you really have any bills? Who's name is on the contract with the electric company, the mortgage, the credit card, or the student loan? It isn't your name. It is the straw man's name.

The constitution says ... no state shall make anything but gold or silver coin a tender in payment of debts. Well, there it is – a prohibition against the states. Does it say the United States or its agents can't use something other than gold or silver for payment of debts? No! Since there is no gold or silver coin in circulation in the United States, and all the businesses you have grown to love are in the United States, it is a good thing the United States has created a straw man for you to control and federal reserve notes for it to use or you would use money, if you had some.

The Straw man is able to pay all its bills with federal reserve notes. You can't, but the straw man can. Isn't It neat that you control a straw man/person? The trouble is – the straw man can't get a real title to anything with federal reserve notes. You can get possession of the substance, but you only get to retain possession as long as you stay in honor. The straw man stays in equity honor, and you fulfill your fiduciary duties as the presumed trustee. If you choose to go into dishonor, you voluntarily give up possession of whatever property the State wants to take to get the credits it needs to keep its business ventures going. nothing personal – Just business!

RULE #5: Do not participate in public plays.

When the state invites the straw man to participate in one of its revenue events, you have options. The Presumption is that you will volunteer to represent the accused straw man. They are pretty sure you will do That because you always have before. Think of the event as a play. The play has actors with scripts. Each Actor knows the plot, his lines, and the outcome. Their play has been practiced over and over in every county In every state. The outcome is almost always the same. A man (not one of the scheduled actors) crashes into Their party, and carries out the plot. Without the man, the whole plot changes, The outcome changes, They Need the man to get the same ending as they always have before. When the man does not participate in their play, there is confusion and chaos. The planned script does not work without the man.

The usual scenario includes the man volunteering to represent the accused straw man, as a trustee. Each time a straw man is charged a new trust is created. It is even possible that each time the straw man's name is spelled in a slightly different way in the complaining presentment, a different trust is created. There might be 2 or 4 different trusts referenced in the same presentment. Each trust is going to produce income for the plaintiff, if the script is followed as planned.

It all has to do with trusts.

Everywhere you look, there are trusts. The straw man is a trust when it is named on a complaint, indictment, or traffic ticket. Sometimes it is a cestu que trust when it is the beneficiary of another trust. Sometimes it is the trustor or another trust. Sometimes it is a corporation sole. Sometimes it is a defendant. Sometimes it is a plaintiff. Sometimes it is a debtor. Sometimes it is a creditor. Sometimes it is a secured party. It is a very versatile vehicle or tool.

There are always at least three parties to a trust. No one OWNS a trust on the private side; but on the public side, there is always a "responsible party", who is deemed to be the owner to the trust. This is a fallacy that is often used by the State in relation to trusts that have real property as the trust corpus. They always want to know who the owner of the trust is. A trust is just an agreement among three or more parties. The trustee holds the legal title to the trust corpus, and is the one deemed to be owner of the public trust. It is useless to argue with public property or is involved with federal reserve notes, it qualifies as a public trust. The beneficiary holds the equitable title to the trust corpus. The title is bifurcated.

Trust: A legal entity created by a grantor for the benefit of designated beneficiaries under the laws of the state and the valid trust instrument.

Indenture: The document which contains the terms and conditions which govern the conduct of the trustee and the rights of the beneficiaries.

Exchanger: (exchange) to part with, give or transfer for an equivalent.

Trustor: One who creates a trust. Also called settlor.

Settlor: The grantor or donor in a deed of settlement. Also, one who creates a trust.

Trust corpus: [trust property] the property which is the subject matter of the trust. The trust res.

Creator: One who creates.

Trustee: Person holding property in trust. One who holds legal title to property "in trust" for the benefit of another person (beneficiary) and who must carry out specific duties with regard to the property.

Legal title: One which is complete and perfect so far as regards the apparent right of ownership and possession, but which carries no beneficial interest in the property, another person being equitably entitled thereto.

Beneficiary: One who benefits from act of another.

Equitable title: A right in the party to whom it belongs to have the legal title transferred to him, or the beneficial interest of one person whom equity regards as the real owner.

Surety: A person who is primarily liable for payment of debt or performance of obligation of another.

Creditor: One to whom money is due, and, in ordinary acceptance, has reference to financial or business transactions.

The original straw man trust, Mom was the Exchanger / Trustor / Settlor

Mother applied to the State of _____ for the creation of a trust. She chose the date of birth for it. She chose its name. She requested evidence that it had been created = a birth certificate. She was the Informant. She delivered the paper description of the original property to the trust Creator. It was a description of the real substance. The paper description was the original trust corpus. More trust property be added later.

State of _____ was the Creator of the original trust.

State complied with mom's request and created a straw man with the name and date of birth your mother requested. She applied for a Social Security number for it. She put it into commerce by getting it medical numbers, a day care center matriculation number, a public school matriculation number, a little league ID number, a library card number, etc., etc., etc. Sometimes the Creator is also the original Exchanger, Trustor, Settlor.

Who is the beneficiary of the original trust?

The beneficiary changes each time a new trust is created. You re the original beneficiary though, If you choose to use your beneficial interest. If you choose not to use it, the citizens of the state that created it are the beneficiaries. This is part of the Highest and Best Use principle. If the property is not being put to its highest and best use, it can be “borrowed” for a time and put to better use. You have not been using it. You have not filed any claims against it, so why should it just sit there not being used? This first trust was created for your benefit, it you choose to use it. Remember, the reason the first party (creator) creates a trust, is for the second party (trustee) to manage the trust corpus for the benefit of a third party (beneficiary).

What is the trust corpus?

The State complied with mom’s request and created a straw man with the name and date of birth she requested. Mom is the one who put your physical description on the application for the certificate / evidence that the trust had been created. She “delivered” the description (7 pounds 11 ounces, 19 1/2 inches long, and a footprint). All of this was on paper. The paper is the trust corpus. That was the consideration that was exchanged into the original trust. Exchanged for what? --- the ability to gain possession (not title) of houses, cars, shoes, books, etc. without paying for them.

She applied for a Social Security number for it. She put it into commerce by getting it medical records, a day care center matriculation number, a public school matriculation number, a league ID number, a library card, etc., etc., etc. All of these paper contracts between the trust and agencies of municipal corporations are trust assets. These are all part of the trust corpus – the trust property. They are all property that can be used as evidence to contractual obligations the trust has OR as collateral for debts the trust owns. It appears the trust is using your description and your credit to gain assets. It has an obligation to you. Maybe these assets can be considered benefits for which you owe an obligation because of your close relationship with the trust, OR these assets can be considered collateral for the debt the trust owes to you.

Who is the trustee?

On the private side, if an appointed trustee resigns or dies, the trust corpus reverts to the beneficiaries or back to the trustor. It is useless to create a trust without appointing a trustee. The trustee created by the state upon mom’s request must also have a trustee. The problem is, depending on how it is going to be used; the creation of the trust is a matter of construction and operation of law. This is constructive trust.

Constructive trust: Trust created by operation of law against one who by actual or constructive fraud, by duress or by abuse of confidence, or by commission of wrong, or by any form of unconscionable conduct, or other questionable means, has obtained or holds legal right to property which he should not, in equity and good conscience, hold and enjoy.

Construction: Drawing conclusions respecting subjects that i.e. beyond the direct expression of the term.

Operation of law: This term expresses the manner in which rights, and sometimes liabilities, devolve upon a person by the mere application to the particular transaction of the established rules of law, without the act or co-operation of the party himself.

Default: An omission of that which ought to be done. Specifically, the omission or failure to perform a legal or contractual duty.

There can be more than one trustee for a trust. One trustee may have the duty of performing certain actions of the trust. Another trustee may perform different functions. The identity of the trustee or trustees of these "individual" trusts is often not expressed, as there is no requirement for there to even be a written trust indenture. On the public side, there must always be a default trustee, if no one volunteers to fill the duties of the trustee. When a corporation or limited liability company is created, the statutory default managing is the Secretary of State of the state where the entity is being created. In some States the SOS would be the logical default trustee. In other cases, the lack of a trustee may result in a presumption that you re the trustee.,

Trustees have a fiduciary duty to manage the trust honorably and for the benefit of the beneficiary. A trustee may not use the trust for personal gain. A trustee that is acting outside his duty or not performing at all is in breach of his fiduciary duty. That is not tolerated on the private side or the public side. Trustees in breach of fiduciary duty are held personally responsible for the breach and take on the financial penalties for their actions (malfeasance) or lack of action (nonfeasance).

Here is an example of a typical court scenario when a man participates:

Investigator from ABC agency or a municipal corporation has filed an information with a prosecuting attorney. On the public side, affidavits are not required. The informant is not required to sign an affidavit submit it to the attorney to commence a public action against the individual being investigated. Affidavits were required in equity when someone wanted to file a claim in court. In admiralty in the public affidavits are no longer required. They have been replaced with what is called an information. An affidavit is signed under oath. The statements made in an affidavit are the signor's bond. His word is his bond. The affidavit formerly bonded the case. Now that there are no affidavits, there are no bonds to bond cases.

The prosecuting attorney has to decide whether or not to commence an action. The informant may have completed an administrative process (IRS –m 90 day letter, 30 day letter, 10 day letter) for the attorney as the basis for bringing the action. It may not have started an administrative process. Nine

times out of ten, the administrative process is not needed, because they are almost sure you will agree (without knowing it) to represent the accused individual (the trust) by volunteering to act as its trustee. The Attorney is going to create a new trust to be the accused on the complaint or indictment. If you go into contempt for defending and not taking responsibility for the new trust, you will either pay with the trust Corpus, OR you will go to jail, and your credit (exemption) will be tapped during the time they are housing and feeding you and giving you medical treatment. The trust corpus might include the balance in a bank Account, a title to real property or a car, or any other public asset.

Creator

The attorney is the creator of the accused trust. It might be JOHN HENRY DOE. Notice that they never put your name on a complaint, indictment, or traffic ticket. Even if it is written in upper case and lower case Letters, it is still a fiction and a trust. We cannot mix public and private.

Trust name

The name of the trust is JOHN HENRY DOE. In the body of the complaint, a reference may be made to JOHN HENRY DOE or JOHN DOE or John Doe. This is how the judgment can be multiplied. These might all be new trusts against which the final judgment can be applied, and for which it is presumed you will volunteer to be the trustee, and through which you will be presumed to be surety. The trust is expected to be the defendant. The question is --- who is the trustee and who is taking responsibility for the trust activities?

Trustor

The attorney is also the trustor. He is putting the trust corpus into the trust. That is the charge. It is a debt (liability) on the public side, and a credit (asset) on the private side. We have always presumed a charge is a bad thing. It is only bad if the man is found in contempt of the process, or of the attorney, or of the judge, or of a number of other possibilities. It is very easy to go into contempt. If you don't agree to take responsibility, you will be in contempt of our presumed fiduciary duty. Creditors do not go into contempt.

Beneficiary

The beneficiary is the State of _____, which is also the plaintiff in this case. It is the person that stands to gain from the charges (trust corpus), but it only has the equitable interest in the trust corpus. That way, the beneficiary is not help responsible for bringing a claim without a bond (evidence of a debt). The attorney does it instead. The beneficiary has to hold onto its creditor position, and can't if it brings unfounded claims. The plaintiff seldom signs the complaint. The attorney's signature is usually the only one on it.

Trustee

This the trust position that carries all the liability. The trustee has a fiduciary duty to manage this trust property for the benefit of the State of _____, . It it does not, the trustee accepts the responsibility for the losses suffered by the beneficiary, the State.

there is no appointed trustee. There is a presumption that there will be a trustee when it is needed. The attorney has the complaint served on the original trust with a name like the accused individual (the defendant trust). Someone has to represent the defendant.

At this point the only representative for the trust is its creator, the prosecuting attorney. Which has made a commitment to the beneficiary. Once the charge is signed by the attorney and delivered to someone who might volunteer to be the trustee, the attorney does not even have the option of withdrawing the charge without the defendant's agreement (Rule of Court). Since the complaint was delivered into your hands, as the presumed trustee and surety, you have to agree to the withdrawal of the charges before they can be withdrawn.

soon as you hire a good attorney or decide to defend the trust yourself, the liability has moved from the prosecuting attorney to you. The fact that you are defending, all by itself, is a dishonor. Anything other than all-out acceptance is a dishonor. Your dishonor is what gives the prosecuting attorney the energy to bond the case. All cases have to be bonded. Whoever bonds the case is the creditor. Whoever is in dishonor is the debtor. They need you to dishonor the process, the attorneys, or the judge to have the standard script result the standard outcome. If you fail to immediately go into dishonor, there will be plenty of opportunities in the script for you to carry out the plot to get you into dishonor.

You can plead Not Guilty, testify, defend, call witnesses, question witnesses, file motions, file a counter suit, answer questions, or not respond at all --- just to name a few ways to volunteer to be the trustee and to be in Honor. Your voluntary dishonor will authorize the use of your credit to bond the case. Since you did not voluntarily bond the case, you are in dishonor.

Surety

Since the standard script will be used for the court event, it is likely the man who has volunteered to be the trustee for the accused trust, will defend the trust. That will guarantee the standard outcome. The defendant will be found guilty and the trust corpus will be liquidated enough to “pay” the judgment debt. If the event involves criminal charges, the man’s body will be jailed so the state can RE-VENUE the man’s credit from private into the public state. This is what keeps the public machine running. REVENUE. The man will be the surety for the judgment debtor once the trust is found guilty.

Plaintiff

State (beneficiary) is the plaintiff and presumed creditor, as long as the man plays by the standard script.

Defendant

The prosecuting attorney needs to have a volunteer to defend the trust, or he will be stuck representing the accused trust himself. He is the defendant, but does not plan on holding the position very long. With the help of the judge and the defense attorney, the prosecuting attorney will be able to pass the liability on to the trust and its representative and surety – you – but you have to go into dishonor for this to happen.

All charges, arguments, and testimony is dangerous in the public court.

Remember it is not your court. They can only see fictions, so if you are testifying, you are recognized only as a fiction as you are a piece of paper, but if you are talking to him, he presumes you are the trustee for the trust (er). In that capacity, he can talk to you. He is expecting you to breach your fiduciary duties by going into dishonor. Then they win – you lose. You want a win / win situation.

Be careful even with the copyright. If you can bring the copyright into the case without testifying (through third party witnesses), you may be able to stave off a demand for trust property. If you have already given The right to use the now-copyrighted name to a corporation, you cannot revoke it that authorization after the fact. You may have done that by applying for a loan. You gave them the use of the name on the application. You can give the use of the name on a driver’s license application. You are the one who tells what name to put on the license. You can’t come back later and charge them for using the name you previously gave them. If there is no driver’s license application, you may be able to give notice of the copyright to the officer, and then enforce the copyright violation because he had notice of your restrictions to use of the name. Even if the car is registered with the State, you may be able to use the copyright in this action, if you know how and do not dishonor your own claim to being the private owner of the name.

Here is a different scenario when the man does NOT participate:

An investigator from ABC agency of a municipal corporation has filed an information with a prosecuting attorney. Before things get this far, you should have completed your administrative procedure on the activity that is the subject matter of the court case. [See the section on Administrative Process]

The prosecuting attorney has decided to commence an action. The attorney creates a new trust to be the accused on the complaint or indictment, which is delivered into your hands.

This time you accept the presentment for value, return it, and authorize the use of your credit, and bond the case. You give notice to the public of these private actions you have taken. You use third parties to testify to the agreement of the parties of the dishonor of the plaintiff, if necessary. You do not get involved in the issues of the case other than the agreement of the parties. You can bond the case. You do not have to be the trustee and represent the accused trust to take responsibility for the presumed violations of the State's statutes. You are one of the people. You are a creditor with priority over fictions. You are the One – the One who has the power to create a Win / Win situation for all parties.

Creator

The prosecuting attorney is still the creator.

Trust name

The name of the trust is still JOHN HENRY DOE.

Trustor

The prosecuting attorney is still putting the charge into the trust as a corpus.

Beneficiary

The beneficiary is still the State of _____.

Trustee

Since you have not volunteered to be the trustee, the prosecuting attorney is still the responsible party. You are the one who accepted delivery of the complaint that was sent to the trust over which you are presumed to be the trustee. If you can stay in honor while you take on the obligations of the trust, by using your exemption and your credit as surety for the trust, you will be fine. You can argue with the attorneys and the judge and the witnesses and the clerk, showing how bad a trustee you are. Or You can accept the State's request for revenue and authorize the use of your exemption (credit). It is your choice.

Surety

The suretyship on this case can be shared. Suretyship is a voluntary act. You can volunteer to be the surety Using your exemption (credit). Someone else can volunteer to dishonor someone or to dishonor the process, Thereby becoming the surety. Free will is always a factor here. The big question is --- who will be the Surety? Since there seldom is a bond in the case until after the trial is over, you can present your bond to Bond the case.

Plaintiff

Whoever bonds the case is the plaintiff. Charges cannot be brought unless there is a bond. If the man Supplies the bond, the man is the creditor. The tables can turn. You can do a counterclaim by removing the case into another court for judicial review of your administrative process and get an estoppel on their case.

Defendant

The prosecuting attorney is the defendant, unless there is a defense attorney who has put a notice of appearance into the case. If, so, then the defense attorney is the defendant. As the creditor, you can authorize the prosecuting attorney or defense attorney if he has filed his notice of appearance, to write the check to Settle the account. The check is backed by your bond.

Administrative Process

Hypothetical Situation:

A few months ago ABC agency sent the JOHN H DOE trust an administrative presentment with a charge (energy) of \$5000. It wants or needs \$5000. You are the source -- the banker. If you don't give it to them, they will use your dishonor to support a claim to \$5000 worth of trust property. You accepted it for access value (\$5000), returned it, gave them an authorization to use your credit, exchanged your exemption for the discharge of the charge. Your acceptance is the return of the energy. They received your authorization, which may have been a bill of exchange, bond for discharge, or other instrument you chose to use. Now ABC Agency has hired an attorney to bring charges in the public court against JOHN H. DOE. A summons and complaint were delivered into your hands today. What do you do?

One

Realize this first: You are in the courtroom on your case. JOHN H DOE may have removed ABC's case to a different court by filing an amendment complaint requesting judicial review of your administrative process. The purpose of this case is to get a public order that will overcome the claims being made in ABC Agency's against JOHN H DOE. You have to introduce evidence into the judge's file to give him facts upon which he can base his decision. If you are asking for findings to facts, he must have some facts in the evidence file. You don't want the respondent to enter evidence and have his be the only evidence upon which the judge will base his decision. If you want conclusions of law, he must have some law in the evidence file. The only way facts and law get in evidence file (the one the judge keeps in his possession the clerk's file), you have to introduce it in open court, county recorder, county assessor, notary public, or other public officer) to the bailiff or judge's clerk, who will then hand it to the judge. Have a copy for the attorney also. You do not do this if there is a public defender. You have to introduce some law that supports your request into the record to give him something which to make conclusions of law. Putting this into the complaint as an exhibit and filing it with the clerk and giving notice of it to the Respondent does not get it to the judge's file. More on this part of the administrative process later in the this section.

You need evidence and facts and law. What do you want the judge to do? This is the time (before you even do your administrative process) to decide what you want and what evidence you will need to support what you want the judge in ABC's case or the judge in your removed case to review the administrative process and issue an order confirming the facts contained in the notary's Certificate of Dishonor, or Certificate of Breach, or certificate of Non-response, whichever is appropriate for the situation. Even you do not quote statutes; the notary's certificate is recognized as prima facie evidence of the facts contained therein. Look at the commercial statutes for your state. The UCC source is 1-202 (O.C.G.A. §11-1-202). Since your administrative process will result in a certificate, this is the time to decide what you want from the one that sent the presentment to the straw man. Put the horse in front of the cart, or you may find that your certificate did not contain the exact wording you want to use in the certificate. It cannot be changed after the fact because the notary could be accused of making legal determinations or practicing law.

DO NOT PUT YOUR NOTARIES IN JEOPARDY!!

Step Two

3) Prepare the Certificate of Non-Response. This is the notary's certificate. It is not yours. The notary will issue it to you. You will then be the holder of the certificate. It is like a bond in that it is evidence of the debt owed to you by the respondent who dishonored you by not responding or not complying with a duty. This Certificate is 3 because it will be issued after the respondent has had two opportunities to honor you by complying with your request or performing a duty that is required of his office. His communication is not a response to your notice of acceptance and request, or to a notary's Notice of Non-Response, if it addresses some other issue. If his response is an argument or testimony, he is in dishonor. What do you want this certificate to say?

[If you used a bill of exchange...]

Name of notary
Name of presenter
Name of acceptor
Description of presentment
Name of accused
State commercial statute regarding notary's certificate [ARS 47-3505 and 47-1202 in Arizona]
Certificate statement
Notice that presentment was accepted and returned with attachments with a request
To the presenter at his company at its address by cert mail with return receipt and cert of service
Notice of non-response with a second request
To the presenter at his company at its address by cert mail with return receipt and cert of service
Presenter refused requests
Presenter did not send notice of dishonor
Presenter did not cure his dishonor
Presenter agreed:
 He dishonored the acceptor
 The acceptor accepted the presentment
 The acceptor returned the presentment
 The acceptor exchanged his exemption for a discharge
 The acceptor presented authorization to use his exemption for court charges
 The acceptor sent processing instructions with the authorization
 The acceptor sent a statement of account showing a zero balance
 His refusal to send the confirmation or notice of dishonor did not negate settlement
 He and his agency have no capacity to pursue collection
 Further collection makes him and his agency liable for \$5000 to straw man
 Straw man can secure its \$5000 claim

Date
Notary signature
Notary seal
Notary stamp
Notary address
Administrative process number
[See Sample 1]

Three

Prepare your Notice of Acceptance. This is your acceptance notice (cover letter to your acceptance of the Presentment). You sign it. The notary mails it and gives you a Certificate of Service with her stamp and [See Sample 2] [See Sample 3 standard certificate of service]

What do you want to say?

Certified Mail #

Name of notary

Name of presenter

Principal – agent notice

Date

Reference note

Type of notice

Facts:

The acceptor has accepted the presentment

The acceptor is returning the presentment

The acceptor is exchanging his exemption for a discharge

The acceptor is presenting authorization to use his exemption for court charges

The acceptor is sending processing instructions with the authorization

The acceptor is sending a statement of account showing a zero balance

The presenter's refusal to send the confirmation or notice of dishonor will not negate settlement

The presenter and his agency will have no capacity to pursue collection

Further collection makes the presenter and his agency liable for \$5000 to straw man

Straw man can secure its \$5000 claim

Signature of acceptor

Administrative process number

Four

Prepare the Notice of Non-response for the Notary. [See Sample 4] This is the notary's notice. The notary is your third party public witness. What do you want it say?

Certified Mail #

Name of Notary

Name of presenter

Principal – agent notice

Date

Reference note

Facts:

Notary sent notice and request

By certified mail, return receipt requested, and certificate of service

Presentment was dishonored

Notary is attaching copy of first presentment to this notice of non-response

Notary is making a second request for same thing

Performance or statement is expected in ten days

Caveat: failure to cure breach will be agreement of parties to statements in first notice

Notary's signature

Notary's seal

Notary's stamp

Administrative process number

This completes the Administrative Process. You now have the certificate establishing:

- a) That you accepted and returned and exchanged your exemption for a discharge
- b) That your acceptance was received and accepted by the respondent – twice
- c) That the respondent refused to respond or comply with your request
- d) That there is an agreement of the parties
- e) That the respondent has no commercial energy to pursue collection
- f) That you have all the commercial energy regarding the subject account
- g) That you are in honor
- h) That the respondent is in dishonor

THE COURT PRESENTMENT ...

The State, or City, or County, or an agency has just honored you with a court presentment. It is a verified complaint or grand jury indictment or traffic ticket. Do you feel honored? No? Why not? Do you feel Fear? Anger? Confidence you can defend your position? Let's analyze this situation:

State – is used in this writing generically as a general term representing any corporate quai-government organization and its agencies.

You – is used in this writing to represent the reader, the living soul.

Straw man – is used in this writing o represent an individual US citizen, but not a State as defined above.

What is this presentment? What are its components?

It has your name on it! It does NOT have your name on it. It has a straw man's name on it. The moving party has named a straw man as a violator of a statute and has asked you to take responsibility for the violation. The State, City, County or IRS cannot file a claim against you.

It is charging this straw man with a violation. STOP! It is establishing a value through an index associated With statute violations. This is ingenious! If you honor the presenter with an acceptance and return, the index established the amount of credit you will provide to the state. If you dishonor, the index establishes the amount of property the state will take to get the credits it needs. The presumption is that you are in partnership with that straw man. In some cases, the index establishes how many months the state will hold your body for breach of fiduciary duty, while it collects your credits.

It suggests a time period for you to answer. STOP! Don't trust this one. It establishes a time period for the straw man to answer on the public side – usually 20 days. If you don't accept in 72 hours from the private side, you will be in dishonor. The presentment is designed to help you into a dishonor. You don't have to go that way, if you don't want to.

It as the name of the party bringing the claim. Someone has to approach you and ask you for your help. That person is taking a big chance. By signing his name, he could end up owing the amount the state is asking to provide. This is usually an attorney. He signs his name to it and becomes the attorney of record for plaintiff.

State, through an attorney or other officer, has given you a court presentment – a request for your help.

Options:

You have options:

- Defend it
- Argue about it
- Conditionally accept it
- Ignore it
- Accept it

You already know the right choice. You only have one good choice – accept. If you defend, you are refusing to take responsibility for managing the affairs of your business – the United States. Whether you want to admit it or not, the US is your creation. It continues in business because you authorized it. If you argue, you are in a controversy with your own business managers. If you conditionally accept, you are requiring the United States to prove it has a claim, when it is in receivership and cannot have a valid claim against you without your permission. If you ignore the presentment, you are acting like an irresponsible creditor and will lose our status as creditor. Your only choice is to accept. That by itself is not enough though. If you accept it and return it, you have not carried out the promise you made when you accept it. Its like signing the requisition form but not instructing anyone who write a check. You have accepted the presentments/charges, but you have not given them what they need – your credit. It is like promising to pay the electric bill but never getting around to it. If you do this, they will turn off the electricity.

When you accept the presentment for value, you have to follow through with some type of instrument. If do not authorize the State to use your credit to settle the account after you have accepted, you are in dishonor. If you do not authorize the attorney to use your credit to settle the court account after you have accepted, you are in dishonor. The State and attorney will use your dishonors to charge their agents with authority to take the straw man's property (sheriff) and/or your body (baliff). Either way, the State and the court will get the use of your credit. The Unites States and its States are in receivership, so they have no credit of their own. They need your credit, and they will get it. The corporate counties and the cities are in this dysfunctional situation. They all need your credit. When they ask for it, give it to them! Follow through with your promise of acceptance **AND GIVE THEM THE USE OF YOUR CREDIT** to cover (bond) the charges! Be the creditor you can be! Take responsibility!

COURT

Remedy:

4) Accept and Return the court presentment.

If there is an assessed value on the presentment use:

Accepted for assessed value and returned in exchange
For closure and settlement of this accounting.

[date]
[signature]
[EIN]

If there is no assessed value on the presentment use:

Accepted for value and returned in exchange
For closure and settlement of this accounting.

[date]
[signature]
[EIN]

The presentment is like a check. It is sent to you with a request for some kind of payment. If you endorse it and return it, they know you have approved the use of your credit. They can then use your endorsement, since they did not send a check made out to the straw man, to settle the debt (account) with an offsetting credit. They just need your authorizing signature to Get the credit to enter on the books.

**REMEMBER
THERE IS NO MONEY**

4) Attach an asset – an authorization for the State to use your credit.

A bill of exchange is one of the instruments you can use to authorize the use of your credit. It is a writing (bill) that you are giving the claimant in exchange for the discharge of the claim/debt/charges. It settles the immediate charge (requisition).

It needs:

- a date
- an account number
- a value
- the name of the person who is to receive the credits
- the name of the public creditor (Secretary of the Treasury)
- the name of the public pass-through (your straw man)
- instructions
- an instruction number
- your name (the private creditor)
- your exemption number (creditor ID number)
- your signature (this is the endorsement)

Instructions are important. Non-cash items require instructions. If you do not understand them, don't send them with your instrument, or do anything else until you understand what you are doing. Using other people's paperwork can be very very detrimental to your success. Keep the instructions in plain English. These instructions are a great topic for discussion with your study groups! This is where the Treasury Tax and Loan Department (TT&L) of the bank is incorporated into the process; and where the electronic fund transfer instructions are found. Be careful about putting information in boxes. It doesn't appear if it is in a box. Clerical information can be in boxes, but keep the substantial information outside the boxes.

It is absolutely imperative that you understand there is NOTHING that is going to be transferred from the US Treasury to the holder's bank. There is no funds transfer. There is no money transfer. There is no credit Transfer.

The credits are in your instrument with your signature on it with a \$ followed by digits greater than 0.

When it is endorsed by the recipient and delivered to its bank, the credits are already there. They just need to E added to the account intended to receive them, AND the use of the exemption needs to be approved by the Secretary of the Treasury.

s approval is done through the TT&L Department at the bank where the instrument is delivered the electronic transfer is not a transfer money, credit, or funds. It is a transfer of digital information from the Federal Reserve Bank, through the federal window, to the treasury, where it can be approved or refused by the one who currently holds the office of Secretary of the Treasury of the United States. That is Timothy Geithner at time. He is also the one who keeps track of the national debt, which is partially owed to the people of American states, who have funded the United States with their credit since 1933. He is the trustee on the Chapter 11 bankruptcy of the UNITED STATES. All bookkeeping in the US is done through him. When you use your exemption, the national debt is reduced in equal proportion. Timothy Geithner (Secretary of Treasury) has to keep track of the debits and credits on the national debt. You cannot leave him out of the equation.

Letter of Credit

When you authorize the use not your credit, you must arrange for that credit to be approved by a third party in public --- Timothy Geithner --- when the presenter processes your instrument. If you don't do this, it is like writing a check on an open bank account that has no balance or balance insufficient to cover the check.

The private side, when you use our exemption to bond your acceptance of a presentment, the public auditor must receive notice of your intent. That is Timothy Geithner. The US is not bankrupt; it is just in receivership. It can't make valid claims without an existing debt, State so it can get your credit anyway. The choice is yours.

When the presentment is delivered into your hands, you become the holder. The State has honored you with presentment, because you are in a position to help the State. When you indorse it as a holder, you are assigning the property (interest in some associated substance = your credit) related to the presentment, to someone else. If the presentment is signed by Jim Black, it should be returned to Jim Black. If the signature on the presentment is only a logo, and there is no other signature, the presentment should be returned to the name and address on the logo or letterhead. In that case, no man has accepted the commercial liability for the presentment. That does not really matter. You are not doing a conditional acceptance. You are doing an all-out acceptance. You don't care about anyone else's liability, because you are agreeing to be fully responsible.

UNITED STATES (and all its officers, agents, employees) had no commercial capacity to really make claims without evidence of an existing debt. That does not mean the State will not make it look like it is making claims. It needs your credit, so it is going to go through the motions of making claims. Do not embarrass the agents and point out that it has no commercial energy. It is your job to use your commercial capacity to fulfill the requisition without making it too obvious to the public. You are coming in from the private side provide your credit for the public's use. Most of the public do not know the State has no commercial capacity to bring claims. Keep your superior knowledge to yourself. The public is not ready for full disclosure of this yet.

Recap:

Private Administrative Process:

1. The notary sent your Notice of Acceptance with your acceptance and return
2. The notary sent a Notice of Non-response or Notice of Breach (if there is a contract involved)
3. The notary issued a Certificate of Non-response or Certificate of Breach to you

The certificate establishes:

- a. that you accepted and returned and exchanged your exemption for a discharge
- b. that your acceptance was received and accepted by the respondent – twice
- c. that the respondent refused to respond or comply with your request
- d. that there is an agreement of the parties
- e. that the respondent has no commercial energy to pursue collection
- f. that you have all the commercial energy regarding the subject matter
- g. that you are in honor
- h. that the respondent is in dishonor

Court Process: [Some of it is private and some of it is public]

1. Accept for value and return the court presentment to the signing attorney
2. Attach a credit authorization with instructions, for the attorney to use to settle the court accounting
3. Send a letter of credit to the treasury
4. Get a certified copy of the judge's oath and accept it for value
5. Get a certified copy of the judge's bond and accept it for value
6. Give notice of your acceptance by a private mailing to the man or woman doing business as a judge
7. File a notice of acceptance on the public side
8. Get a copy of the court order appointing the attorney and accept it for value
9. Prepare a letter of instructions to be mailed to the appointed (defense) attorney and to request bond
10. Check the clerk's file for a bond
11. Prepare your bond to bond the case
12. Remove the case to another court if necessary for judicial review of your administrative process

That you have done on the private side has not appeared on the public side yet. Remember Rule #1. If you not let the public know what you are doing on the private side, it will appear you are ignoring the presentment. That will result in a default judgment due to your dishonor of the State's presentment.

Get a certified copy of the judge's oath of office and accept it for value. That is evidence of the man's contract with the people (you) on the private side. You want him to take judicial notice of his contract with you. Filing it with a copy of the oath with the clerk will not accomplish that end, but it will give them notice that you expect the terms of that contract to be followed. You will have to enter the certified copy of the oath into evidence file in open court to actually have it make any difference.

Get a certified copy of the judge's bond and accept it for value. That is evidence of the limited liability the judge (person) has in public when dealing with citizens and residents that are either owned or controlled by the corporations. It does not limit the private liability that the man has when dealing with the people (you) on the private side. Since there is no money to pay you if you are damaged by the actions of the judge, you will have to be satisfied with possible payment to the straw man (JOHN), but that is not the reason you are bringing the bond into this issue. The reason is to notify risk management if necessary that you have been damaged by one of its insured persons. This is not the bond for the man, but a bond for the judge. The man is doing business as judge for the public from time to time, but he can also come under the private rules of equity, which is broadly defined as "what is right". It is right for this man to recognize you as a creditor, but only IF you perform like a creditor and avoid going into dishonor. If you dishonor anyone, you will fit the profile of a debtor/straw man, and he can ignore the private side.

Give notice of your acceptance by a private mailing to the man or woman doing business as a Judge – not for filing to the clerk. Mark the envelope – **Private.** Have a notary mail it by certified mail RRR Give you a Certificate of Service. The return address is the notary's address.

The components of the letter are:

- You have accepted the presentment for value and returned it
- You have exchanged your exemption for the discharge of the charge
- You want settlement and closure
- You are requesting an appearance bond at no cost to you
- You are not disputing the facts
- The parties have reached an agreement – there is no controversy
- You have accepted the judge's oath and bond for value

Include a photocopy of the notary's Certificate of Non-response from your administrative process to confirm There is no controversy [See sample #5].

File a notice of acceptance on the public side. This will let the public know that you are doing Something on the private side to settle the account. If you do not give notice to the public, it will be assumed You are standing mute. That is a dishonor. It results in default judgment or summary judgment. What Would this notice say:

- It is your intent to settle and close the accounting immediately
- You have accepted and returned the presentment
- You have exchanged your exemption for the discharge of the charges
- You are requesting an appearance bond at no cost to you
- You do not dispute the facts
- You will enter a plea for the defendant
- You want to be advised of the details of the hearing to receive the bond and enter the plea
- You are bringing the argument of the parties and the judge's oath and bond into the case.

[See sample #6].

Public Defender

If there is a court involved, the judge may appoint a public defender for the defendant. You are NOT the Defendant. The straw man named on the presentment was chosen to be the defendant. Remember Rule #1. The public and the private can never be mixed. They can't do it, and you can't do it. They don't ever mix them, so be careful that you don't either. If the defendant has a public defender, this is good.

When the prosecutor signs the complaint, verifying it, and his signature is notarized, he is taking on the liability that may follow in the event it is discovered the complaint is not valid. He is taking a chance, because at that point, he is the only attorney of record. He has filed a form of notice of appearance by filing the complaint or filing the grand jury indictment. He technically represents the defendant until someone takes his place. He is counting on someone appearing in the case to defend against his complaint. If that doesn't happen, he is the responsible party and liable for all the costs prayed for in the complaint or associated with the statute violation. If that does happen, he is off the hook. Almost 100% of the time, that is what happens. He is pretty safe taking the chance. Usually, the straw man named on the complaint gets a "good attorney" to defend him. That means the defense attorney has taken on the liability – right? Not so fast. He does not take on the liability until he signs a Notice of Appearance and files it in the clerk's file for that case. Once he is the attorney of record **FOR THE DEFENSE**, he is on the hook.

*****Here is an example in the State of Georgia that has codified the liability that the prosecutor could possibly take on. Read it very carefully:*****

O.C.G.A. 17-11-4 (2010)
17-11-4. Imposition of costs and jail fees upon prosecutor or complainant

(a) The prosecutor's name shall be endorsed on every indictment, and he shall be compelled to pay all costs and jail fees upon the acquittal or discharge of the person accused when:

(1) The grand jury, by its foreman, on returning "no bill," expresses as its opinion that the prosecution was unfounded or malicious;

(2) A jury on the trial of the prosecution finds it to be malicious; or

(3) The prosecution is abandoned before trial. When it is thus abandoned, the officer who issued the warrant shall enter a judgment against the prosecutor for all the costs and enforce it by an execution in the name of the state or by an attachment for contempt.

(b) A magistrate may, in his discretion, assess costs and jail fees against the person who instigated the prosecution when, at a committal hearing, the action is dismissed for want of probable cause and the magistrate finds that the complaint was unfounded and malicious. This subsection shall not apply to law enforcement personnel.

Now, he has to get someone to take his place. The likely taker on the position is the straw man named in the complaint, indictment, or traffic ticket. The straw man can't talk, so someone has to represent it. Usually, that is you, because you have a point to make, or a lesson to teach, or testimony that will prove your case. **WRONG CHOICE!!!!** This is almost always the losing proposition. Really good OFF POINT paperwork has been put into court for decades with a very low success rate. The only way to win is to let the State win. I love win / win situations!

How can you win and the State win at the same time? If you accept and return the presentment and exchange your exemption for the discharge of the charges, the State gets the credit from your exemption and you get the discharge when you bond the case. Well, that sounds easy -- right?

If the defense attorney can get you to act as the trustee for the straw man (trust) named on the complaint, the defense attorney is off the hook too. It is just a series of passing the buck – a hot potato game. The one who ends up with it has to pay the bill. The prosecuting attorney starts with it. It goes on to the defense attorney (if he files a Notice of Appearance), and then on to the straw man (if you volunteer to defend, argue, testify, or join in the action in any way). It eventually ends up in your lap. You are stuck with the public liability, UNLESS you accept and discharge it from the private side.

Hot Potato Game
Prosecuting attorney
Defense attorney
Straw man
You

If there is no defense attorney, it just passes to the defending straw man. If you accept, it stays with the prosecuting attorney. He has the power to settle the accounting if you authorize him to do so.

Get a copy of the court order appointing the attorney and accept it for value. This only if the Judge appoints at public defender. Do not dishonor the court by refusing this privilege. The privilege is for the straw man. Not for you. You can accept his services (offered by the court) and instruct him on how he will handle the case. You can do this because you are the creditor through your acceptance. You are in honor. is point the court, the prosecuting attorney, the clerk, and the appointed defense attorney are also in honor.

Prepare a letter of instructions to be mailed to the appointed (defense) attorney. This letter to the attorney is your contract with him. If you do not establish the terms of your contract with him, the presumption will be that his is a "defense" attorney and is defending the defendant as an officer of the court. Get a certified copy of the letter to the lawyer from the notary before it is mailed to the lawyer. If time is crucial, fax it to the lawyer with a notation that it is also being mailed by certified mail RRR. Have the notary mail it be certified mail RRR and give you a Certificate of Service. What should this letter say?

You are claiming an interest in the subject matter of this case Intervening
Your property rights may not be protected by the existing parties
You are accepting the public defender appointment offer and returning it
You are requesting that the public defender put his BAR card away during this case
You are requesting that the public defender act as your counsel instead of acting as an attorney
There is not controversy over the facts
He cannot start or join and argument
He is not authorized to defend the Defendant
You are asking that he read this entire letter into the record in open court and file it with the clerk
You already have an agreement of the parties Copy of certificate is attached
You are asking him to check the clerk's file for a bond and bond the charges
You are not disputing the facts
You want the prosecuting attorney to write the check to close the account
You will accept the prosecuting attorney's bond to bond the charges
You will start bankruptcy if necessary to locate your remedy
You want settlement and closure
You may require the defense attorney to file a notice of appearance in the case
[See sample #7]

Check the clerk's file for a bond. There has to be a bond in every case in the event the complaint is a fraudulent claim. The presumption is that the prosecuting attorney's bar number is bonding the case, but there is no written evidence of a bond in the file. If there is no written bond, you can bond the case. The presumed attorney's bond is superseded by a written and signed bond. Get a certified copy of the docket sheet at the clerk of court, which will document that there is no bond in the case. A pre-dated bond might just show up in the file later and minimize the effect of your bond. You can bond the case.

The Bond falls into the category of a replevin bond. It is not a replevin bond, because they were used in common law before the court systems (law and equity) were integrated. Now it has to be a bond that is in the Nature of a replevin bond that is used as a replevin bond was used.

(14) Prepare your bond to bond the case. This is the bond that completes the accounting for the court. It has the charge on the books, but it does not have the offsetting bookkeeping entry. The missing bond is what has the books out of balance. When you put your bond into the case file by filing it with the clerk of court, it balances the books. Attach a photocopy of the docket sheet to your bond to verify the lack of a bond in the case. [I do not know why it is not notarized, but my guess is that it is coming from the private side and not the public side. If you have a notary PUBLIC notarize your signature, you may be mixing private and public, and there are no prothonotaries to be found anymore. Even if we had protonotaries, that may cause a conflict, since we are totally under admiralty law now. The bonds that have been used already were not [notarized.] If there is no defense attorney, you can enter your certificate of non-response into evidence and request judicial review of the administrative process. [See Sample #8]

(15) Remove the case. If the judge does not dismiss the charges by discharging the bond, you can remove the case into another court with an amendment complaint for judicial review, using the original case filing fee to cover the filings fees in the court to which it is being removed. This might mean removing the case from justice court to county court, or from county court to federal court, or from civil to criminal, or from criminal to civil. Sometimes the same judge can be on the original case and on the removed case.

It is important to understand that you are not asking for a default judgment from the new court. You are asking for judicial review. You want a judgment in estoppel – not default judgment. The default judgment is already finished. The notary did that. The respondent was in dishonor. He defaulted on his duty to respond. When the notary issued the certificate of non-response, she was certifying the default. [See Sample #9]

Sit back and observe the play. You have done all your preparation work. Stay alert, but do not participate. If there is an appointed public defender. Let him be your mouthpiece. Do not hire an attorney though if they do not appoint a public defender. You may have to participate enough to get your third party witnesses as to the agreement of the parties and your status as the creditor on the record. Don't screw it up by dishonoring your own status as the creditor on the cases. They will try everything to get you to:

- testify
- argue
- call witnesses
- file an answer
- explain your private process
- dishonor the judge
- dishonor the prosecutor
- dishonor your lawyer
- join the commercial process
- hire an attorney

You can ask their witnesses questions about the certificate(s) issued by the notary.

- Did you respond to my notice of acceptance and request for confirmation?
- Did you send me a copy of a notice of dishonor from a qualified third party?
- Did you cure your breach?

If there is a problem with the judge or the other actors accepting your acceptance, there is always a Wonderful question to ask:

“Your Honor, will your bond withstand the commercial liability of the charges this court is entering today?”

Do not participate in the courtroom drama.

The court appointed public defender speaks for the Defendant. If there is no public defender, you can make Your own points, but you are limited to very few issues.

There is no controversy

You want settlement and closure

You have accepted the judge's oath and have a contract with him

You have bonded the case

You do NOT do any of the things listed above

There is a public defender, he is the only one who can speak from your side of the courtroom. As long as there is a “defense attorney, the judge cannot see you or hear you. If you try to talk (out of frustration or e or for clarification), you will lose your position as creditor. Debtors testify, argue, call witnesses, file ers, and dishonor. You are not a debtor.

when the judge asks how the defendant pleads, it is your counselor who will answer. His answer ld be that he has a statement to read into the record. That statement should be your letter to the counselor.

Everything in your letter to the counselor is designed to have him act in his capacity as a lawyer for his client), while he protects your private interests and negotiates closure and settlement for you. He is not permitted to defend the defendant (the straw man). He is not permitted to argue any of the facts. He is not permitted to engage in any controversy at all regarding this case. His job is to be your mouthpiece in the proceeding. He is an officer of the court and has capacity to speak in that court. If there is a public defendant, you NEVER speak in court. If you do, you will negate the relationship you have with him by dishonoring him. You will not be acting like a creditor. You will be acting as though he is incompetent to represent your creditor position and bring closure to the case. Remember Rule #2. Stay in honor.

You are authorizing the counselor to negotiate the settlement for you. Stay out of his way so he can do that. Keep your mouth shut in court. You are not going to testify EVER! Debtors testify, Debtors defend themselves. Debtors dishonor. The term might be that the straw man pleads guilty. This is for the public show. It should be problem for you to enter a plea of guilty to the to the facts for the defendant. You are not disputing the facts. It should be a problem for the defendant tot plead guilty to the charges. Once you have the appearance bond, AND UPON THE ISSUANCE OF THE APPERANCE BOND, the lawyer can enter a plea of guilty for the defendant, because your exemption is bonding the whole case. When you accepted and returned the presentment, and attached an instrument to discharge all the charges, and sent your letter of credit to the secretary, and gave notice to the public that you had accepted the presentment, you became the creditor in the case.

The first time you are in court, the lawyer will read the Lawyer Letter into the record. The lawyer will almost always say he cannot or will not read the letter in court. He will whine and imply that you are silly and maybe even stupid, but he will read the letter, because the judge knows he has it and has been instructed to read it. He knows this because you asked him to file it with the clerk in the file. If he does not have it in the clerk's file before the hearing, you can put it in there on your way into the hearing. Get a certified copy of it to show him when you sit down next to him at the defendant's table in the courtroom.

Also, be prepared to give him cues as to what you want him to do. You might want to prepare cards with large font messages for him to read if he gets off track and away from your instructions:

DO NOT ARGUE ANY OF THE FACTS
ENTER THE JUDGE'S OATH INTO THE EVIDENCE FILE
READ MY LETTER INTO THE RECORD
ENTER MU BOND INTO THE EVIDENCE FILE
WE ARE HERE FOR SETTLEMENT
GO FOR CLOSURE
ASK JUDGE TO DISCHARGE THE BOND
THERE IS NO CONTROVERSY
DO NOT CALL ANY WITNESSES
DO NOT CROSS EXAMINE EXCEPT REGARDING THE NOTARY'S CERTIFICATE

CERTIFICATE OF NON-RESPONSE

RE: Acceptance by John Henry Doe of complaint on case #12121212 JOHN H DOE

Susan Smith, am the notary who verified Dave Brown's dishonor of John Henry Doe's Notice of Acceptance, for JOHN H DOE, pursuant to state law regarding evidence of dishonor O.C.G.A. §11-3-505 and §11-1-202. I certify the following:

_____, the record shows I mailed a NOTICE OF BREACH to Dave Brown at ABC Agency at [ADDRESS], by certified mail package # {CERT #} RRR, as verified by Certificate of Service.

After acceptance of both mailings, Dave Brown, for ABC Agency, refused to send the confirmation that the account for case # 121212212 has been adjusted and settled, nor a notice of dishonor from a qualified third party excusing his refusal, in the ten (10) days following the second mailing.

Dave Brown, for ABC Agency, did not cure his dishonor. He gave no reason for his refusal to confirm the adjustment and settlement of the account or send a notice of dishonor.

Therefore, based on the foregoing facts, I certify that Dave Brown, for ABC Agency, dishonored John Henry Doe and me through his non-response, and did thereby agree that John Henry Doe accepted the subject complaint for case # 12121212, returned the complaint, exchanged his exemption for the discharge of the associated charges, presented an authorization for the use of his credit to set off all associated court charges, included processing instructions, included a statement of account showing a zero balance, sent a letter of credit to Timothy Geithner as notice that exemption # 123456789 was being used to settle account #12121212.

Further Dave Brown agree that his refusal to send the written confirmation of the settlement of account # 12121212, or notice of dishonor from a qualified third party, in no way negates the fact that said account settled and closed, that he and the agency he represents have no capacity to pursue collection on said account, and that further pursuit of collection is agreement that Dave Brown and ABC Agency collectively and severably owe JOHN H DOE \$5000 for expenses of handling Dave Brown's presentment and that JOHN H DOE may take all necessary steps to secure its claim to the debt owed to it and to collect.

Dated: _____

(seal)

Notary Public

(stamp)

Susan Smith, Notary Public

[Address]

[Address]

9898

Void Where Prohibited by Law

Admin Process – Notice of Acceptance

Sample # A2

Certified Mail # ---- ---- ---- 9898 RRR

Mailed by: Susan Smith, Notary Public
[Address]
[Address]

To: Dave Brown NOTICE TO AGENT IS NOTICE TO PRINCIPAL
At ABC Agency NOTICE TO PRINCIPAL IS NOTICE TO AGENT
[Address]
[Address]

Date: _____

Re: complaint on case \$12121212 JOHN H DOE

Notice of Acceptance

Please be advised that I have accepted your presentment to JOHN H DOE for assessed value and am returning it to you in exchange for closure and settlement to account # 12121212. Please send the confirmation that the account for case # 12121212 has been adjusted and settled, to the address shown above, or send a notice of dishonor from a qualified third party. I am also enclosing an authorization for you to facilitate the use of my credit to discharge all court charges that may apply. The instructions and statement of account are attached for your convenience. John Snow is also being notified that I **have** using my credit for this purpose.

Your refusal to send the confirmation or notice of dishonor will in no way negate this settlement, and will be your agreement that you and your agency have no capacity to pursue collection, further collection efforts confirm your agreement that you and your agency, collectively and severably owe JOHN H DOE \$5000, and the JOHN H DOE may take all necessary steps to secure its claim to the debt owed to it and to collect.

Thank you for your immediate attention to this matter.

Sincerely,

No: 9898

John Henry Doe

CERTIFICATE OF SERVICE

On _____ I mailed to:

[Name of Respondent]
[Address]
[Address]

The papers identified as:

- 1) Notice of Acceptance
- 2) Accepted presentment

by mailing them in a pre-paid envelope, addressed to the recipient named above, bearing

Certified Mail # ---- ---- ---- ---- 9898 Return Receipt Requested.

Dated _____

Notary Public

My commission expires

Susan Smith, Notary Public
[Notary's Address]
[Notary's Address]

Seal

Admin Process – Notice of Non-Response

Sample # A4

Mailed by: Susan Smith, Notary Public
[Address]
[Address]

Certified Mail # ---- ---- ---- ---- 9898 RRR

To: Dave Brown
At ABC Agency
[Address]
[Address]

NOTICE TO AGENT IS NOTICE TO PRINCIPAL
NOTICE TO PRINCIPAL IS NOTICE TO AGENT

Date: _____

RE: complaint on case #12121212

JOHN H DOE

On _____ I sent you a notice of acceptance and a request that you send confirmation that the account for case # 12121212 has been adjusted and settled, or send a notice of dishonor from a qualified third party. It was sent by certified mail # _____ 9899 return receipt requested with a certificate of service.

In the event your dishonor through nonperformance and non-response was unintentional or due To reasonable neglect or impossibility, I am attaching a copy of the same presentment to this notice of non-response.

Please send confirmation that the account for case # 12121212 has been adjusted and settled to the address shown above, or send a notice of dishonor from a qualified third party. If you have an excuse for not performing as requested, please mail your particular statement to me at the address noted above. Your specific performance or statement is expected no later than ten (10) days from the date this notice is postmarked.

Thank you for your prompt attention to this matter. If you fail to cure the breach, your refusal Will be your agreement to all statements made in the notice of acceptance.

(seal)

Notary Public

(stamp)

No: 9898

Court Process – Notice of acceptance to judge

Sample # A5

Mailed by: Susan Smith, Notary Public Certified Mail # _____ RRR
 [Address]
 [Address]

To: Dave Brown NOTICE TO AGENT IS NOTICE TO PRINCIPAL
 At ABC Agency NOTICE TO PRINCIPAL IS NOTICE TO AGENT
 [Address]
 [Address]

Date: _____

RE: complaint on case # 12121212 [PLAINTIFF] vs. JOHN H DOE

Dear [Judge's name ex: James, Jones],

Please take notice that I have accepted the presentment made by [name of prosecuting attorney] to JOHN H DOE for assess value and returned it to the presenter in exchange for closure and settlement of account #12121212. I have exchanged my exemption for a discharge of the charges. I enclosed an authorization for him to use my credit to discharge all court charges that may apply. The instructions and a statement of account were attached. The Treasury has also been notified that I am using my credit for this purpose.

I request an appearance bond at no cost to me so I can enter a plea for the Defendant. I do not dispute any of the facts **in the charging instrument**. Based upon the issuance of the appearance bond and the absence of an assessment and findings of fact and conclusions of law I will enter a plea for the defendant exchanging my exemption for full settlement of the account, both civil and criminal. I have requested that I be notified through the notary named above with the place, date, and time I should appear to receive the appearance bond. I expect that will also be when I will enter the plea for the defendant into the record.

The opposing parties have previously reached an agreement on the issues in the complaint. There is no controversy. A copy of the relevant certificate is attached. I want settlement and closure of this account immediately.

Sincerely,

John Henry Doe

No. 9898

John Henry Doe
Contact address:
Susan Smith, Notary Public
[Address]
[Address]

[NAME OF COURT]

STATE OF _____)	Case # _____
Plaintiff,)	
)	
vs.)	
)	NOTICE OF ACCEPTANCE
JOHN HENRY DOE)	and
Defendant.)	REQUEST FOR APPEARANCE BOND
_____)	

Please be advised it is my intent to expedite this process to reach settlement and closure on this accounting immediately. I have accepted complaint # 12121212 for value and returned it to Mr. _____, who appears to be the charging party on behalf of the STATE OF ARIZONA.

I have exchanged my exemption (#123456789) for the discharge of the charges. I hereby request an appearance bond at no cost to me so I can enter a plea for the Defendant. I do not dispute the facts. Based upon the issuance of the appearance bond and the absence of an assessment and findings of fact and conclusions of law, I will plead guilty to the charges and exchange my exemption for full settlement of the account, both civil and criminal. Please notify me at the address shown above with the place, date, and time I should appear to receive the appearance bond. I expect that will also be when I will enter the plea into the record.

I have attached a copy of the certificate relevant to the existing agreement and copies of James Jones' oath of office and bond. I have retained the originals for introduction in open court.

Submitted this _____ day of _____ 2012

Name

cc
A copy of the foregoing was mailed on the _____ day of _____, 2012 to _____, attorney for Plaintiff

Date: 03/30/12

: Greta Jones – Counselor

M: John Henry Doe

: case # 12121212 [PLAINTIFF] vs. JOHN H DOE

U.S. District Court, Southern District of Some State

Dear Mrs. Jones,

Please take note that I am claiming an interest relating to the property which is the subject of this action in rem. I am so situated that the disposition of the action may as practical matter impair or impede my ability to protect that interest, which is not adequately represented by existing parties. I accept the kind order of the U.S. District Court, Southern District of Some State on 09/19/02 by John Black to appoint you attorney for the Defendant. I accept this offer for value and am returning it with this notice to you. I now request that you escrow your BAR certificate during the course of this case, and serve as my counsel in the following manner and only in the following manner.

As there is no controversy in this matter, I do not want you to argue any facts or public issues as they apply to the Defendant. **YOU ARE NOT AUTHORIZED TO FOSTER AN ARGUMENT OR TO JOIN AN ARGUMENT** on my behalf or on behalf of the Defendant. You are not authorized to defend the Defendant.

For you to stay in honor, I want you to enter the notice into the record by filing it with the clerk of court and by reading it into the record in open court. This is notice that I have accepted for value and returned all public offers associated with this matter, and notice that I have made every effort to reach settlement through exchange of my exemption for adjustment and setoff of the public charges against the Defendant. Ask the judge to take mandatory judicial notice of the private agreement that has been reached through offer and acceptance. A copy of the relevant certificate is attached.

I want you to get a copy of the band that bonds the charges in this matter. If there is no bond in the file, I will provide my bond in its stead.

NOTICE OF ACCEPTANCE OF OFFER. RETURN OF OFFER & INSTRUCTIONS

4. I want you to request an appearance bond at no cost to me so i can be released on my own recognizance. When the bond has been issued, I will enter a plea of guilty to the facts for the for the Defendant. I will not dispute any of the facts in this matter, but I do not agree to be held personally liable with no protection.

5. After acquiring the appearance bond, I authorize you to use my exemption to bring the accounting on this matter to closure. Request that the prosecuting write a check to close the account and release the bond to the Defendant.

6. If for some reason my request for an appearance bond is dishonored, I want you to give notice of my intent to accept John Brown's bond for value and to use it to bond the charges using his bond as surety. His signature is the only one on record as a responsible party.

7. If necessary, I also want you to give notice of my intent to accept John Brown's bond for value and to use it to charge a Chapter 7 involuntary liquidation and start discovery under 11 USC 1126(b). If the dishonor is not cured within 72 hours, I want you to file the bankruptcy petition in the Federal Bankruptcy Court naming the Defendant as the Debtor and John Brown as a delinquent creditor, along with others who have already or may dishonor me. You are authorized to distribute B10 (Proof of Claim) forms to the dishonoring parties, should there be any at the next hearing. This bankruptcy discovery process will locate my remedy and release it to me through liquidation of the delinquent creditor's assets.

8. In the event you, as my fiduciary, dishonor me by not following my instructions, I request that you file a Mandatory Judicial Notice of your refusal with the court and file a written appearance in this case.

Thank you for your understanding and cooperation.

John Henry Doe

NOTICE OF APPEARANCE OF OFFER. RETURN OF OFFER & INSTRUCTIONS

John Henry Doe
[Address]
[Address]

Superior Court in and for the County of _____
[or wherever]

UNITED STATES OF AMERICA)	Case No. 00000000
)	
v.)	
)	Bond
JOHN HENRY DOE)	

There appearing no bond of record to initiate the matter regarding Case # 00000000 and Warrant # 000000 [if applicable] and associated account(s), I , John Doe Smith, undertake as follows:

In consideration of the fact that no lawful money of account exists in circulation, and in consideration of the fact that I have suffered dishonor regarding the matter of Case # 00000000 and Warrant # 000000 and associated account(s), I underwrite with my private exemption #123456789, any and all obligations of performance/loss/costs sustained by the United States of America / State of [name of state] and the respectful citizens regarding said matter.

Done at [name of county] county, [state], this _____ day of _____,2012.

John Henry Doe

John Henry Doe
Susan Smith
[Notary Address]
[Notary Address]

**UNITED STATES DISTRICT COURT
[City], [State]**

JOHN HENRY DOE) AMENDED COMPLAINT
Plaintiff) BILL IN EQUITY
vs.)
)
ABC Agency) Case No. _____
Defendant)

_____ County)
) ss
[State])

JURISDICTION AND VENUE

- 1. Jurisdiction in this matter is hereby granted by John Henry Doe, authorized representative for JOHN HENRY DOE by way of sufficiency of pleadings (see Affidavit in Support of AMENDED COMPLAINT BILL IN EQUITY).
- 2. The venue of thid court is correct as JOHN HENRY DOE does business in the STATE OF _____, AND john henry die is diverse from ABC Agency, doing business in STATE OF _____, and the amount in controversy exceeds Seventy-five thousand (\$75,000.00) Dollars.

PARTIES

- 3. JOHN HENRY DOE has established a residency in STATE OF _____ for over one year.
- 4. ABC Agency demonstrates a residency in the jurisdiction of the UNITED STATES and does Business in STATE OF _____.

FACTS

- 5. Plaintiff has exhausted administrative remedy and comes to this court of equity with clean Hands and in good faith (see exhibits A,B,C)
- 6. Plaintiff has established "judgment in estoppel" against Defendant as evidenced by attached the Certificate of Non-response, certified by Susan Smith, a notary public for _____ County, _____.
- 7. Plaintiff's administrative remedy is *res judicata*.
- 8. Failure of Defendant to respond in this matter is *stare decisis*

9. Plaintiff's administrative remedy is ripe for judicial review, and there are no facts in controversy.

LEGAL CLAIMS

- 10. Plaintiff is entitled to relief in this equitable claim.
- 11. Defendant is estopped for failure to respond to original administrative process.
- 12. Plaintiff has placed the facts and law before this honorable court.

RELIEF SOUGHT

- 13. Plaintiff requests judicial review of his administrative process and remedy.
- 14. Plaintiff requests this court to find the facts and execute on the law of the contract before this Court.
- 15. Plaintiff requests summary judgement on his administrative remedy.
- 16. Plaintiff requests the court to order Defendant to pay the sum certain \$1,000,???, over to Plaintiff.
- 17. Plaintiff requests the court to release the Order of the Court to JOHN HENRY DOE.

Respectfully submitted by order of JOHN HENRY DOE

 John Henry Doe, authorized representative
 Of JOHN HENRY DOE

[State])
)
 [County])

On this _____ day of _____, 2012, I, _____, a notary public for
 The county and state noted above, did upon proper identification by John Henry Doe received his oath,
 Sworn and subscribed, and did witness his signature on the foregoing.

Notary Public

My commission expires

Service:
 A copy of the foregoing was mailed by
 First class mail on this
 _____ day of _____, 2012 to:

ABC Agency
 [Address]
 [Address]

Dave Brown
 [Address]
 [Address]

CREDITORS AND THEIR BONDS

A4

- 1) Bond supporting credit authorizations
- 2) Bond for discharge
- 3) Appearance bond
- 4) Surety Bond
- 5) Case bond
- 6) Performance bond

RULES OF THE GAME

RULE #1: The fiction and the real cannot mix. The public and the private cannot mix.

RULE #2: Stay in honor at all costs.

RULE #3: There is no money.

RULE #5: Do not participate in public plays. [I am not a math teacher]

It all has to do with trusts.

Here is an example of a typical court scenario when the man participates:

Here is a different scenario when the man does **NOT** participate:

Administrative Process

Step One: Visualize this first: You are in the courtroom on your case.

Step Two: Prepare the Certificate of Non-response.

Step Three: Prepare your Notice of Acceptance.

Step Four: Prepare the Notice of Non-response for the Notary.

- 4) Accept and return the court presentment.
- 5) Attach an asset – an authorization for the State to use your credit.
- 6) Letter of credit
- 7) Get a certified copy of the judge's oath of office and accept it for value.
- 8) Get a certified copy of the judge's bond and accept it for value.
- 9) Give notice of your acceptance by a private mailing to the man or woman doing business as a judge.
- 10) File a notice of acceptance on the public side.

Public Defender

Hot Potato Game

- 11) Get a copy of the court order appointing the attorney and accept it for value.
- 12) Prepare a letter of instructions to be mailed to the appointed (defense) attorney.
- 13) Check the clerk's file for a bond.
- 14) Prepare your bond to bond the case.
- 15) Remove the case

Sit back and observe the play.

Do not participate in the courtroom drama.

That's it, will read again after your updates.

CREDITORS AND THEIR BONDS

Plus

THE HIDDEN COMMERCIAL COURT PROCESS

PRESENTMENTS

This is private expression of personal perspective and is neither public disclosure nor a public offering. The material set forth herewith is for educational purposes only. Nothing stated herein is intended as constituting legal advice and is not provided with any warranties, express or implied. The content set forth herein constitute the opinions and understanding of the author. Accountability for the actions of anyone who utilizes any material set forth herein, in part or in whole, resides entirely with the user and are neither the actions nor responsibility of the author.

Acknowledgment. This work is the product of the dedication, intelligence, and above all courage/risk, of many people. Some have paid, are paying, and are threatened with paying, with their property, freedom, and their very lives. It now appears that the numbers of such casualties in the cause of truth, freedom, justice, and peace are rapidly increasing. This work is dedicated to all those who share these values, in whatever way they perceive and think of them. Note: This article, such as every treatise of this type, must be regarded as "work in progress" that is subject to change without notice at any instant based upon the acquisition of new knowledge, information, insights, and experience.

Dealing With Presentments

Part I—Background, Context, and Underpinnings

Whenever you receive a presentment of any kind, from a traffic ticket to a bill to a summons or indictment, there are two basic and diametrically opposite ways to think about the matter. I.e., you can think of receiving a presentment as an event that:

1. Will cost you, be a loss to you;
2. Is a gift that can enrich you.

Everything in life is a matter of perception. Our challenges are usually the result of ignoring what we are confronted with rather than endeavoring to discern how best to act with more adequate knowledge and understanding. We **assume** rather than **know**. Consequently, if we would have any chance of succeeding vis-à-vis a presentment, we must first have some basic understanding of the system within which the issuance, interpretation, and enforcement of presentments occur. The following mini-analysis of the legal system may be helpful in this regard.

In *The I Ching* is a remarkable statement: "The Superior Man goes only into his own domain." As Frederic Bastiat said in a similar vein, "Minding one's own business is the only moral law." The conundrum, of course, is how to live in peace and freedom in a world in which we are besieged by exercises of the interminable, relentless, longstanding, and incredibly brilliant schemes of rulership, slavery, and exploitation that have plagued mankind throughout history and that aggressively intrude themselves unilaterally into all areas of our lives—spiritual, emotional, mental, social, and economic. This renders living in a "live-and-let-live" manner on this planet difficult, and impossible without sufficient knowledge.

The fact that law consists of rules revolving around the use of deadly force is a powerful incentive to become as clear as possible concerning the nature of the legal/commercial system governing the world. We must remember that "To 'assume' makes an 'ass' out of 'u' and 'me.'" In the case of law, acting on false knowledge, i.e., in ignorance, can be fatal. This is enormously complicated by the fact that the legal system is "colorable," i.e., "phony." It may **appear** real, but nothing is as it appears, just as in *Alice in Wonderland*.¹ To assume that the appearance is genuine and dependable is to act on illusion instead of truth.

One cannot have peace with those who hold aggression in their hearts and are not interested in love, freedom, harmony, truth, or any of the other higher values of man that most people revere and would cherish seeing established in the community of man.

¹ Alice in Wonderland was written as a satire on the legal system, where things are an ever-changing mirage and nothing is as it appears.

The state of the heart is what counts in this equation. "As a man thinketh in his heart, so is he." Good people are disarmed in advance by an inability to comprehend the mentality of deliberate

predators, usually regarding problems in dealing with such aggressors as misunderstandings that can be cleared up through sufficient communication. It is often not easy for good people to understand that there are those who know the difference between "good" and "evil" and deliberately choose the latter.

The significance of this in law is profound. If your adversary is sincere, truthful, fair, and honorable about what he is doing, i.e. interested in uncovering and dealing justly with the truth, then you are probably operating on parallel tracks. In such case the discord or conflict is the result of misunderstanding or lack of communication, and disappears when both sides realize what is happening. If, however, your adversary is operating from a covert stance with deliberate deceit, concealment, misrepresentation, bad faith, and aggression in his heart, the dispute is real, will not be resolved amicably, and requires exposure of the facts to the light of day by providing sufficient evidence. Further significance of the importance of subjective condition and intent of the heart is that all law is contract, and the essence and core of any contract is agreement. Without a genuine agreement, consisting of a true meeting of the minds and mutual understanding by all parties of all terms and conditions to which the parties are agreeing, there is no contract.

Derivatives and the Nature of the Legal System

The Powers-That-Be turn everything into a tool and a weapon to be used in their unceasing attempt to triumph by playing win/lose games against their fellow man. One of the most powerful, magical, and difficult to detect tools and weapons used against mankind by aggressors and exploiters is language. Allegedly the word "phonetics" derives from "phoenetics," purportedly stemming from the Phoenicians, who gave us "lan-goo-ag," a word referencing a substance that, when fired from the canon of a ship, tore the sails and mast and left the opponent "dead in the water." Obviously words are extremely powerful weapons, and using them for conquest and rulership purposes is what the legal system is about. Ideas concerning the nature and use of language in law are set forth, inter alia, in a discourse entitled *Legal Fictions*, by Lon L. Fuller, 1967, Stanford University Press, Stanford, California:

The Fiction as a Linguistic Phenomenon – page 9-10

Ihering once said that the History of the Law could write as a motto over her first chapter the sentence, "In the beginning was the Word."²⁶ Students of the legal fiction might also take this motto to heart. For certainly it is a truth commonly overlooked that the fiction is "a disease or affection of language."

26 Ihering expresses in this fashion the exaggerated respect shown by early law for the written and spoken word. "Among all primitive peoples the word appears as something mysterious; a naive faith ascribes to the word a supernatural Power" (112,441).

Anyone who has thought about the legal fiction must be aware that it presents an illustration of the all-pervading power of the word. That a statement which is disbelieved by both its author and his audience can have any significance at all is evidence enough that **we are here in contact with the mysterious influence exercised by names and symbols**. In that sense the fiction is a linguistic phenomenon.

What Is a Legal Fiction? - Pages 4-5

The influence of the fiction extends to every department of the jurist's activities.

Yet it cannot be said that this circumstance has ever caused the legal profession much embarrassment. **Laymen frequently complain of the law: they very seldom complain that it is founded upon fictions.** They are more apt to express discontent when the law has refused to adopt what they regard as an expedient and desirable fiction. Perhaps, too, the fiction has played its part in making the law "uncognizable" to the layman. The very strangeness and boldness of the legal fiction has tended to stifle his criticisms, and has no doubt often led him to agree modestly with the writer of *Sheppard's Touchstone*, that "the subject matter of law is somewhat transcendent, and too high for ordinary capacities."²

At another place the only defense he can find is the doubtful one of recrimination, when he points out that the common-law fictions were no worse than the numerous fictions of the Roman law.¹³

13 Ibid., III, *107.

A Fiction Distinguished from a Lie - Page 7

Maine's classical definition of the historical fiction as "any assumption which conceals, or affects to conceal, the fact that a rule of law has undergone alteration...remains unchanged, its operation being modified,"¹⁹ seems to leave room for the intent to deceive. The English courts were in the habit of pretending that a chattel, which might in fact have been taken from the plaintiff by force, had been found by the defendant.²⁰ Why? In order to allow an action which otherwise would not have lain. If this fiction does not deceive, of what purpose is it?

19 Maine, *Ancient Law* (1861; Beacon Press ed., 1963), p.25. Cf. "the authorities... distinctly admit that fiction is frequently resorted to in the attempt to conceal the fact that the law is undergoing alteration in the hands of the judges." J. Smith, "Surviving Fictions," 27 *Yale L. Jour.* (1917), 147, 150.

20 Blackstone, III, * 152.

It is easy to conclude uncharitably that the judge who enlarges his jurisdiction or who changes a rule of law under cover of a fiction is very coolly and calculatingly choosing to hide from the public the fact that he is legislating.

A Fiction Distinguished from an Erroneous Conclusion – page 8

A fiction is generally distinguished from an erroneous conclusion (or in scientific fields, from a false hypothesis) by the fact that it is adopted by its author with knowledge of its falsity. A fiction is an "expedient, but consciously false, assumption."²¹

21 Vaihinger, *Die Philosophie des Als Ob*, 4th ed., 1920, p.130.

As living, physical, biological, sentient beings we are real—we exist as aspects of existence. The system, on the other hand, is an abstract creation of the mind. It is in the realm of words, symbols, ideas, laws, contracts, etc., where the circuit exists through which the current (currency) flows in accordance with the rules of law and commerce.

Manifest existence emerges into form and substance out of the nothingness of the unmanifest. All creation, therefore, is derivative; the created is derived from the creator. Creator and created are different "meta-levels," or "logical types," from each other. The eternal absolute has no finite properties. From any relative perspective, the absolute is neither cognizable nor perceivable, and must be described in accordance with what it is not, such as "the void," "unbounded," "changeless," etc.

While the unmanifest is changeless, manifest existence is endless, non-repeating, unique, and non-repeatable change. It is not possible that any configuration of anything in creation is ever exactly the same as it ever was, or ever will be, or will be a split fraction of a second later, or ever could be. As Heraclites noted, "No man can walk twice into the same river." Everything is process in pattern, energy in motion in particular forms, orbits, paths, and circuitries that are at every infinitesimal instant unique. Furthermore, the further removed manifest creation is from the source, the more derivative and impotent it is. That which the mind, through sensory experience and all other relative processes, regards as "physical reality" that is solid, real, and substantive, is in actuality the most illusory. The more subtle, insubstantial, and elusive the level of manifestation one accesses, the more real and potent it is, since it is less derivative and closer to the Source. This can be illustrated by observing the history of science, perhaps most dramatically exemplified by the development of weapons. As man has gone from weaponry involving the gross physical (clubs, spears, catapults, etc.), to more subtle strata (such as the

chemical level where gunpowder operates), towards the atomic and sub-atomic domains (atomic bomb and hydrogen bomb), toward the unmanifest field, the more energy is liberated.

Although neither the Absolute nor the Relative is actually cognizable by the mind, that does not stop just about everyone from engaging in the popular game of thinking otherwise. The mind forms concepts about the Source—none of which is either remotely a faithful map nor the territory that it is purportedly mapping—as well as aspects of the Relative. To satisfy the mind's "need to know," man lives by the foolish idea that his conceptions of existence (whether of the Absolute or Relative) are true and that the fixed pictures, patterns, or conclusions derived from some finite vantage point (largely through acquired experience and sensory perceptions) have captured the thing itself. This is as silly as taking progressive snapshots of the ocean and its waves and thereby thinking that one has cognized and captured the ocean, or speculating from outside the door what is inside a room in which one is not present and living on the basis of one's speculations as if they were absolute. This state of man's development we call an "ego-conscious" state (as opposed to "unconscious" in which life is simply lived, or "Self-conscious," in which man lives in conscious awareness of the Absolute and Relative as they actually are rather than as his mind thinks about or cognizes them).

The ego-conscious state, or mistaking abstract constructions of the mind for reality, and thereafter building careers, institutions, "security," and governments thereon is idolatry. It is idol worship, i.e., Baal worship. By giving credence and superiority to concepts about something (such as God), rather than the reality of the thing itself, one worships (pays homage to, reveres, and depends upon) graven images. Graven images of the mind are as much idols as, and indeed necessarily precede the construction of, any idols of wood or stone. Man's penchant to think that he has cognized the un-cognizable, and, worse yet, mistake his own cognitions for that which he thinks he has cognized but has not, is not only idolatry but may be responsible for more discord, carnage, suffering, and wars than any other single aspect of human life. It might well be said that "God (eternal Source) created man in His own image (as a conscious, spiritual being with power to create), and man returned the complement." As Pascal quipped, "To die for an ideal is a pretty high price to place on conjecture."

The goal of any Zen master, for instance, is to bring people to a conscious state where they no longer, in the words of Gregory Bateson, "eat the menu and leave the dinner." Until one sees and lives reality as it actually is, he is mistaking what he regards as "reality," i.e., what his mind (through the senses) perceives and thinks about existence, for reality itself. He mistakes the map for the territory.² Since the senses are enormously limited, conclusions about reality reached by the mind are fantasy. The senses are liars and deceivers. We would perceive reality in a vastly different manner, for instance, if we could view existence throughout the entire electromagnetic spectrum instead of the extremely narrow range in which what we see as colors exist.

² The central axiom of semantics is that "The map is not the territory; the name is not the thing named."

The practical consequences of all this is that in man's ego-conscious state he lives a fraudulent and fictitious life. It is one of illusions and delusions by living in accordance with the preposterous belief that his conceptualizations are both accurate and real, when they are neither. Man's not only lives, but relates with others (often dogmatically and violently), on the basis of believing that the imposter is genuine. Inasmuch as law itself is a subset of the workings of man's mind, what else can law be other than that of which it is an expression, i.e., fictions and frauds? Moreover, since all of this occurs within and as derivative expressions of the ever-changing Relative, law cannot be other than ever-changing.

A summary of the points and consequences of the above include the following:

1. Language has power and magic because of man's ego-conscious state.
2. The Powers-That-Be deliberately utilize language and man's ego-conscious condition for administering power and exploitation. The entire legal system is a word game, played by the designers and operators of the system for purposes of power, plunder,

exploitation, and enslavement, with unending exercises of destructive physical force applied against living beings on the basis of meanings artificially imparted to the words used.

3. Mistaking the different meta-levels of existence itself, i.e., mistaking the map for the territory, is not only delusion, but when it comes to law, it is disaster. "Authority" for using deadly legalized violence against one's person is attached to the results of the error.

4. Our difficulties often arise from our acting in a manner that results in people enforcing the fictions and frauds by systematic and ruthless application of legalized violence, damaging the real us. Then whatever is happening in the system becomes substantive in our physical lives.

5. Everything in existence can be viewed, perceived, and thought about in an infinite number of ways, by an infinite number of beings, for an infinite number of possible reasons. Not only are no two of any of those things the same, but could not be identical even if anyone so wished. Concepts (maps) can be fixed; creation (the territory) cannot.

6. It is impossible in the ever-changing realm of creation for any subset thereof, such as a man, even remotely to fathom, comprehend, and know (let alone verbalize) "the truth, whole truth, and nothing but the truth." We might define "Truth" (capital "T") as the actual way things are, i.e., the "thing in itself," to use Kant's term, or in their "suchness," to use a Buddhist characterization. This totality and actuality is not finitely knowable, both because of its unimaginable vastness and because no two split instants are ever the same. The same word designated as "truth" (lower-case "t") might be defined as an accurate abstract mapping of some thing or event, such as if one is given a map that allegedly shows where a treasure is buried and digs at the spot indicated, he will either find, or not find, the treasure. If it is found, we say the map is "accurate" and the author thereof told the "truth." If the treasure is not found, we say that the map was false or inaccurate and the author was either in error or lied (or someone removed the treasure subsequent to the making of the map).

7. Man's capacity for mapping reality through creation of abstract symbols, such as numbers and words, is likewise derivative. Anyone can observe or think about anything and create/concoct whatever designation of letters, symbols, and sounds he may wish for classifying, categorizing, or identifying the particular thing and referencing it in his own mind and/or communicating it to others by speech, writing, or some other means.

8. The legal system, like reality, likewise consists of the flow of energy in accordance with the patterns of its design. In the case of the legal system, both the designer of the circuitries and the current that flows therein are different than that of given existence. With respect to the universe, the designer is the Creator (however anyone may think of the ineffable Source of all that exists) and the current that flows is universal energy that is ultimately unknowable and indefinable by any relative means. Concerning the legal system, the designer is man and the current that flows in the circuits of the system is called "currency," i.e., "money." There are very few types of legal entities existing today. They are fundamentally corporations, trusts, partnerships, and sole proprietorships. The IRS Code at 26 USC 7701.01(a) lists seven classes of legal persons, the additional three to the four fundamental ones being an association, estate, and company. What defines each of these and distinguishes each from the other as well as determines how the system deals with them, is the schematic defining how the currency flows in the circuitry. Money embodies more laws and commercial principles than any other single thing, whereby insofar as the world is concerned it may reasonably be characterized as the measure of all things.

9. Legal terms and phrases are artificially imbued with the particular meaning and significance of those who define them. Legal terms have considerably different meanings than the same words do in ordinary parlance. The system, in short, is a word game. Words in law are artificially assigned meanings that are completely different than the

meanings attributed to the same words in normal speech. Examples of this are legion, one of the most prominent of which is the word "person," which in law refers to a legal fiction and does not, and cannot, pertain to a real being. This is why we need law dictionaries in addition to regular ones. The result is the legal system is its own language, concerning which we allegedly need translators and mouthpieces, called "attorneys," for using the esoteric language that is not spoken by laymen when in a forum (such as a court) wherein legal language is spoken.

10. When language, symbols, and ideas are usurped by those who would play win/lose games they are wielded as weapons. This phenomenon has grown to such gargantuan proportions that it is a scourge on mankind and a blight on the planet that is destroying civilization and wrecking havoc on the Earth. Some of the reason things have gotten so far out of hand is that the capacity to create and use new derivatives is unending. There are derivatives of derivatives of derivatives, all freely utilized for exploitation, legal plunder, and power. Use of creating endless new derivatives at will is ever-increasing. The situation is akin to an Internet site within which clicking to delete a current window causes several new pop-ups to occur until one's open file is overburdened with open windows.

11. A few concrete examples of derivatives with respect to the legal system are as follows:

a. The system invents and uses contrived (derived) names, such as a host of variations of one's all-caps name, all of which are legal fictions and each of which is a different entity, instead of one's full appellation consisting of all lower-case, or upper- and lower-case, letters (symbolizing the real being). Therefore, whenever one receives a presentment, such as a summons or complaint, the document is not addressed, and does not pertain, to you, but to a legal entity, ens legis, that is some bastardization of your name in all-capital letters. In this manner the system is freed from the requirement to deal with actual facts and real beings and can operate on presumptions, unsupported allegations, non-existent debts, stipulations in contractual interactions between legal fictions, and endless concoctions of the mind.

b. New case numbers are often created from the same case, such as by changing numbers or letters in the case, thereby enabling matters that you might submit in the original case, as well as any prior derivatives thereof, from needing to be addressed since they do not pertain to what you thought they did. It is also likely that the system uses each newly derived case to make yet more money.

c. Laws and administrative agencies multiply endlessly, with each new derivative used to make more money for those in the system while increasing the scope and severity of their power, and increasingly difficult to comprehend or counter.

12. In the 2002 Berkshire Hathaway (the company of Warren E. Buffet) annual report, on pages 13-15, appear the following words: "We view them [derivatives] as time bombs both for the parties that deal in them and the economic system....In our view...derivatives are financial weapons of mass destruction, carrying dangers that, while now latent, are potentially lethal."³ If those in the system can create endless new derivatives out of all most anything, at any time, and use them for exploitation, enslavement, and moneymaking at the expense of those who are victimized by the monopolistic use of power under color or law, Warren Buffet's statement is self-evident. Further, those who act in this way may be regarded as terrorists using weapons of mass destruction. They are raping and pillaging with ever-increasing profligacy and blatancy.

One can download the entire Berkshire Hathaway annual report in an Adobe Acrobat pdf format by going to <http://www.berkshirehathaway.com/2002ar/impnote02.html>. 3.

In addition to inventing, using, profiting from, and destroying lives wholesale by the unchecked use of derivatives, the system rules without revealing the rules of the game. By means of undisclosed presumptions the Elite have structured a scheme that is full of catch-22's so that if we do not act we lose and if we do act we lose. It is in the presumptions — not the “law” and the “facts”—where the power lies. The designers and owners of the system concocted it for the purpose of bettering themselves vis-à-vis others. The result is a monstrous beast of cosmic proportions, a ravenous and insatiable Moloch, that is an expression of a single—and simple—ethical choice, which is whether one chooses to play win/win games or win/lose games when interacting with others. The features of these two kinds of games are summarized as follows:

1. A win/win interaction is an expression of peace, dignity, love, unity-harmony, mutual good faith, absence of malice, deceit, and presence of all of the other elements of contract law required to formulate a genuine contract. Free consent of all parties is essential.
2. A win/lose interaction is an expression of separation, conflict, and disharmony, and never results in the contract the “winner” claims exists. In actuality, a “win/lose” interaction is non-existent, since even the “winner” loses. Such an apparent victor causes harm to others, creation, and himself. He may think he wins, but in accordance with the inexorable laws of existence he “reaps what he sows,” incurs the corresponding karma (action/reaction or cause/effect act and their exact consequences) by harmful acts. The “Golden Rule” in existential terms might be expressed: “One who harms others harms himself,” or “That which one does unto others else shall be done unto him.” “He who lives by the sword dies by the sword.” A win/lose interaction in terms of nature is called the food chain—“law of the jungle,” “dog eat dog.” This characterizes law and governments today, in which is called the “law of necessity.” The law of necessity is actually no law (law is suspended to deal with the “emergency,” which the government itself causes to use as an excuse to abolish rights and increase its own discretionary power—witness the host of laws being passed these days, such as the “Patriot Acts”). In win/lose games there is no morality, nor ethics, and only one rule: just eat, baby. Anything goes, since “the end (increased power and commercial enrichment of the perpetrators) justifies the means.” As a result, no win/lose interaction results in a valid contract enforceable at law. The involvement does not contain even one of the essential ingredients (all of which must exist in the interaction) of contract law to form a genuine contract.

It is because the inner intent of the heart of those who have designed and masterminded this system over the ages is malevolent in some manner that the resulting Moloch is loosed to run amuck on the planet, devouring living beings, the rights, freedom, and ability to live in peace and harmony between people, and the Earth's resources and ecological integrity. Indeed, the same gang has, throughout the ages, built up and destroyed at least seven (7) civilizations, or “Zions,” and is now in the midst of destroying the eighth, i.e., our civilization today. This is transpiring in the United States, for instance, at an accelerated rate. Among many other aspects of this are that through the use of zip codes the world's nations with postal codes are divided up into quarter-acre lots (inventory) for liquidation. The world belongs to the ruthless, i.e., those who deliberately play win/lose power/exploitation games through interminable uses of legalized violence. The cardinal nature of the system today is that “everything skates unless you bust it.” I.e., the undisclosed presumptions on the basis of which power is exercised are free to operate against you unchecked unless you neutralize them. As the maxim of law says, “When the law presumes the affirmative (existence and supremacy of the undisclosed presumptions), the negative (absence of any operational undisclosed presumptions) is to be proved.” 1 Roll. R. 83; 3 Bouv. Inst. n. 3063, 3090. Some examples of undisclosed presumptions of the system are:

1. (Foundational presumption) Everyone is a free-will, sovereign being responsible for his or her own acts, thereby enabling law to exist at all. Without this presumption, no one could be held accountable for anything and no basis would exist for any rules or rectitude.
2. The system always wins and the people always lose.

3. The system can change the law, invent new laws, and alter interpretations of law and words at will (since it is all presumed to be their property).

4. Those in the system are not under any compulsion to reveal the presumptions on the basis of which they function.

It is impossible to play a game when one does not know the rules. If playing a game with those who not only know the rules thoroughly, but have carte blanche to change them at will, when one does not know what is going on, the result is a slaughter. It belies the quotation found in a law review:

We hear of tyrants, and the cruel ones: But whatever we may have felt, we have never heard of any tyrant in such sort cruel, as to punish men for disobedience to laws or order which he had kept them from the knowledge. Harvard Law Review, Volume 48 1934-1935, p. 198.

Synopsis of the Problem

Our challenges when dealing with the system include the following:

1. The law is unlimited and no one can know it all. ⁴
2. Law is always changing, so that at any point, something that previously was legal, recognized, and upheld might no longer be so.
3. The system does not belong to us, and changes perpetually without notice by those who own it.
4. There are an infinite number of ways to interpret any event and essentially any law (as those with experience in court can attest).
5. It is impossible to be assured that we know all the undisclosed presumptions on the basis of which law functions.
6. The Powers-That-Be study and exploit every aspect of man's nature, good and bad, with malevolent intent. Perhaps what they do, and the way they subjectively feel about what they are doing, is regarded by them as legitimate—or even worthy—or, even more, divinely mandated. In any case, when governed by this win/lose mentality the world becomes a nightmare. The dominating climate is not one of “live and let live,” peaceful and honorable intent, and harmony between people, but a perpetual war zone involving the need to live under a legalized-violence system that acts in accordance with the mentality that “the end (their self-aggrandizement and power) justifies the means (nothing is not permitted).”
 4. This foundational presumption may be the only presumption underlying the entire legal system that is existentially and ethically valid. The rest are fictions and frauds used for nefarious purposes.

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Part II

Attitudes and Actions

Now that we have some idea of the challenge we face just by living in the world today, we can use the understanding to help formulate solutions. Ideally, success involves four (4) elements, which are, in largely chronological sequence:

1. Knowing and living who you are—your true self, convictions, and creed.
2. Articulating properly in documents that define who and what you are, with a witness (notary).
3. Noticing and securing confirmation from those who you would like to acknowledge your true self and standing.
4. Defending your position in adversarial encounters with the system—both in the field and in court.

The following are some practical ideas concerning actualizing effective strategy:

1. The most important thing is knowledge and understanding of what is happening. Therefore, the first priority is: Get Educated. There is no substitute for this, especially in the climate in which we now live. In the celebrated words of Thomas Jefferson, "If a nation expects to be ignorant and free, it expects what never was and never can be." First and foremost getting educated requires knowing yourself, who and what you are, and becoming clear, confident, and established in yourself, your real being.
2. The nature of the times is escalating the timeless imperative to make one's spiritual life paramount. Increasingly the state of the world is communicating the message that the only way "out" is "in." Living in accordance with the understanding that cultivating and realizing our inner being, i.e., spiritual awakening and realization, is more important, enduring, and conducive to providing us with the happiness, peace, and fulfillment that alone will satisfy the heart and soul than anything we can see, do, experience, or have in the outside world. We all have two wars to win and opponents with which to deal: 1) ourselves (i.e., obtaining self-mastery) and 2) a hostile, deceitful, and treacherous world. If we do not win the internal battle and become clear about what we are and how/why we want to live, relate to others, and deal with the system, we have no hope of winning in encounters with the ruthless aggression to which we are relentlessly subjected.
3. In the absence of self-realization, we live at the expense of life. We expend time, effort, and energy attempting to acquire things in the outside world the essence and origin of which we do not possess in our own being and consciousness. In such case we "lose the roots and cling to the tree-tops," where our platform of operation is ungrounded and ephemeral.
4. Live to be free of blame, where blame is defined as blocking someone's way without just ethical cause. As it is said, "For blocking no one's way, no one blames him." If you do not interfere in people's lives you will not incur the repercussions for doing so, thereby immunizing yourself from having to deal with the entangling and undesirable consequences of your actions.
5. Stay in your own domain. If you do not traverse into your adversary's turf you do not create a nexus between you and them that allows the system to engulf you. Accomplishing this includes becoming clear about the nature of private and public and when/how you are acting in which domain. If you leave your ground of substance, reality, and sovereignty and go into their domain of illusion, treachery, and deceit, your

situation is hopeless. By so doing you abandon a position where you have clout and they have none, in favor of going into a realm where they have all the power and you have none. The public side is their game and property, not yours, so you have no standing, rights, and power there. Your body is real and came first into the world before any fictitious version of your given, private name, or any birth certificate or other document, could be derived by the system to use for its betterment and your detriment.

6. Be careful never to reach a point where you think you know enough or you "have it all figured out." As soon as you think you have it, you've had it.

7. Understand as much of the law and the practice thereof as possible in terms of universal principles that transcend and are more fundamental than the system's concoctions. Man's law is a subset of and derives from principles that are more fundamental than, and endure beyond, all human imaginings. The further removed from universal principles we are, the more unstable and unreliable is our position. The observation of Emerson is apt:

As to methods there may be a million and then some.
But the principles are few.

The man who grasps principles can successfully select his own methods. The man who tries methods, ignoring principles, is sure to have trouble.

8. Change your thinking. If the thinking/perceiving ruts in which you have been confined and alter/revise/expand them. "Cast your nets on the other side of the boat" if you're not catching any fish on the side where you have heretofore been fishing. (See below.)

9. Never assume. Don't take anything they say or do at face value. Dig for the facts and substantiation in law for what you do. In the words of Gilbert and Sullivan, "Things aren't always what they seem. Skim milk masquerades as cream."

10. Create a paper trail and public record concerning as many aspects of your position as possible. This includes executing documents that articulate and declare your rights, identity, and standing, thereby shifting the burden of proof onto those who would deprive you of them. Establish and notice the proper parties of your position, sending color copies of your documents, preferably dispatched by a notary with a notarial certificate of service.

11. Whenever you are out and about, carry correctly colored pens with you, as well as postage stamps, rubber stamps, texts of various things to say in emergency contexts, and notarized, color copies of crucial rights-asserting documents. Be prepared.

12. Collect dictionaries, perhaps all you can, both regular and law. Words are the weapons of this game. By understanding the meaning and legal significance of words you not only have revealed to you what your strategy and tactics can be to win when writing your documents (all legal documents are "paper soldiers" for fighting win/lose battles in a legal setting), but communicate in their language. The official dictionary in the US is Bouvier's (they won't tell you this because of so many options available to you revealed in that law dictionary). Also, get the Oxford unabridged dictionary (available in diamond print with magnifying glass) for the extensive etymology of words.

13. Understand as much about the nature of the system as possible so you can use it to your advantage. This should include spending time in court observing diverse proceedings, paying attention to the interaction between attorneys and judges so you can perceive more clearly how the system functions to baffle the people.

14. Capitalize on the mentality of bureaucrats and what they understand, feel comfortable with, and offer you in the way of procedural options. If you relate to them in this manner you do not act outside the bounds of their job description and do not put them in the wrong. At the same time you secure their cooperation and let them do what

they are familiar with, such as sending you documents or clarification to which you are statutorily entitled (which they often tell you in their correspondence, such as under this or that act you are entitled to such and so). Don't confront them with anything hostile or outside of their niche and mentality,⁵ and certainly don't require them to think.⁶

15. Since to bureaucrats reality is what exists on their computers, don't fill out any more forms than you have to, and don't answer and return questionnaires. Your answers get cross-referenced in innumerable computers, can be used to assemble a profile on you and everything about you, are often sold to marketing agencies so that you are flooded with unwanted offers, and fed into the system's data base as more food for the Beast to consume and use against you. What is advisable to do is live your life as privately and off the radar as possible, and put out information you want bureaucrats to believe (and hence act on) as the truth about you and your activities (including information on your computers that leads them on rabbit trails away from you and your freedom).⁷

16. Play different agencies and aspects of the system against each other. The system is not homogeneous. Most agencies and departments are very territorial, desiring to have as much exclusivity of power as possible to themselves without having to share power with other aspects of the system so as to compromise their ability to function as autonomous as possible.

17. Accept and return for value all presentments. When you can, use autographed postage stamps on your documents and have them sent to their destination by your notary.

5 As Dorothy Parker quipped, "You can lead a whore to culture but you can't make her think."

6 Bureaucrats write memoranda both because they appear to be busy when they are writing and because the memos, once written, immediately become proof they were busy. —Charles Peters, *How Washington Really Works*, 1980.

7 The nature of bureaucratic mentality was humorously exemplified in the May 3, 2003 edition of *Bizarre News* (an e-mail newsletter): "SACRAMENTO, Calif. — The Sacramento jury commissioner's office warned that if Lucille Marie Gordon did not show up to her allotted jury duty date, there would be a bench warrant out for her arrest. Caryn Gordon thought this was hilarious. Why? Because Lucile, or Lucy, is her dog. Last year, the chocolate Labrador retriever received a summons for jury duty in Sacramento Superior Court. Caryn read the summons and sent the form back in, writing where it reads, 'affidavit for disqualification,' she put, 'Lucy is a dog,' and sent it in. Earlier this month, Lucy got another summons. When Caryn called the office, the employee claimed they had heard every excuse imaginable. Caryn ended up having to show proof that Lucy might not serve too well on the jury, especially if a cat was the defendant."

18. Every time you ever mail anything, including having a notary mail things on your behalf, put postage stamps on the envelope. DO NOT MAIL BY USE OF THE RED METER POSTAGE. Whenever you take an item into a post office that needs postage, and ask the teller to put the postage on, they run it through their meter stamp. Do not allow this. You need the cancelled stamp for the clout it has (as a binding obligation on the US Government), and not the red-ink meter, the use of which means the item is not cancelled and mail fraud is involved.

19. In addition to use of a notary, such things as embassy seals can work wonders. Perception is reality. Many bureaucrats and officials, upon seeing embassy seals, apostilles, etc., back off immediately (possibly because they think that they might be tampering with matters beyond their knowledge and jurisdiction and thereby risking some kind of problem for themselves).

20. Place all documents you execute, as well as all paperwork from adverse parties in the system that you receive and accept and return for value, and/or file in court, directly under the Universal Postal Union, i.e., "UPU," by the proper use of postage stamps. This matter is discussed below under "Postal Power."

21. Whenever you have serious subpoenas to serve, such as on the mayor of a municipality or some high government official, have them served by the sheriff—or,

better yet, the Provost Marshal. Call the US Marshal's office and see what is involved in having it done.

22. If you are in prison, either ask, or have someone on the outside ask on your behalf, for the prison form for reporting irregularities. A prison is a federal project. Inmates can report irregularities and call in county, state, and federal auditors. This form is used for reporting irregularities in accounting of federal projects to the Army Corp of Engineers under the military accounting manual, ER37210. Almost all prisons keep false books. When they are audited, upon the first irregularity (which usually does not take long for auditors to find), things hit the fan. One might ask the prison administrator for the form, or the prison case officer.

23. Ask for your SID number and file from every state in which you have ever been for any period of time. While the SS No. is federal, the SID No. is state. Through this tracking number the states keep track of everything about you (i.e., your strawman), such as licenses, liens, arrests, etc. SID numbers are either seven (7) digits followed by a letter suffix, or eight (8) digits without the letter. All, however, are preceded by the two-character US Postal identification of the State (CA, NY, TX, etc.). One probably must make a Freedom of Information Act, "FOIA," request, or the State equivalent (in California, for instance, one might use the Information Practices Act, "IPA") for procuring your SID file.

24. Send off a FOIA to the FBI for your FBI rap sheet, which not only contains the record of every arrest or "detention" (alienation) to which your strawman has ever been subjected, but allegedly can be used legally to provide conclusive and indisputable proof that the strawman is a separate and distinct legal entity in the nature of a corporation, and created by the state. It references an organizational ID No. just like the corporate police agencies have, etc. This is prima facie evidence for diversity of citizenship. In addition, the FBI rap sheet is invaluable if you are trying to clear your record or restore your rights or attack an agency legally. In addition to obtaining it by making a FOIA request to the FBI, if you are a guest of the Bureau of Prisons, "BOP," you can get it by written request to your Case Manager, since it is in your file. BOP guests take note: The FBI rap sheet does not contain info on the dispositions of cases, so it does not come under the recent "snitch protection" ban on paperwork. That means they cannot refuse to give it to you.

25. Emulate success. As people who fundamentally simply wish to live in peace and be left alone study, interact, and engage in using approaches that their best research and judgment indicates might succeed, their experiences and the understanding that often ensue are not only invaluable, but add to the knowledge and tools available to the rest of us. Therefore, networking is invaluable.

26. Those of us involved in this quest for truth, freedom, and peace would be well-advised to abandon the petty bickering, fault-finding, and snap out of our stupor. There is no room left for indulging in such counter-productive luxuries. The good ship US long ago hit the iceberg. It is not the time to be arguing about who gets what space for a deck chair or who can play the next round of shuffleboard.

Change your thinking

As we have discussed, if we would be enriched instead of diminished when dealing with presentments (or anything else in the system), we must replace false and inadequate ideas with true and effective ones. We must be more conscious of our thinking and why we think as we do. A humorous quote by Sidgwick punctuates the matter:

We think so because other people all think so;
Or because—or because—after all, we do think so;
Or because we were told so, and think we must think so;
Or because we once thought so, and think we still think so;
Or because having thought so, we think we will think so.⁸

Consequently, if our dealings with the legal system have not been successful in accordance with our priorities, it may be in large measure because we have not thought adequately about (and therefore not acted properly concerning) that with which we are interacting. We must re-evaluate our thinking and change it, and therefore the way we act, accordingly. In the words of a fellow named Dayle Mahoney:

If you continue to think as you always thought,
Then you'll continue to get what you always got.

Is it enough?

On its face, a presentment is a demand either to pay something, engage in specific performance (such as coming to court and answering a summons and complaint), or both. It is important to understand that all presentments issued by/within the colorable legal/commercial system today are expressions of the Wizard's light show. That show appears dazzling, and is often terrifying, but is in actuality an insubstantial chimera. It becomes concrete only when we treat it in a manner that, by the rules of the game, authorizes its being enforced against us in physical reality. Someone provides you with a presentment because he expects to make money off of you by doing so. The point of this discourse is to elucidate how we can act concerning what has heretofore been damaging to us because of our ignorance and proceed in a manner that can turn the tables to enable us to use the same system and its rules for our betterment.

To begin with, we must realize that adopting the ostrich approach of hiding our head in the sand does not eliminate what we might wish we did not have to deal with. Emulating the ostrich merely exposes our rear end blindly; it does not stop our butt from being kicked (or worse).

The second thing to realize is that everything that happens to us is the result of our own creating, either by having caused it expressly or because we placed ourselves in the context where the event we have to deal with is allowed to be in our space. In either case, what we have control over is our free-will choice as to how to deal with a particular event. In the case of receiving a presentment, we can basically pursue one of the following courses of action:

1. We can comply with the demands stated on the face of the presentment;
2. We can deny, fight, try to run from it, etc., or,
3. We can accept it, and thereby neutralize and offset it by allowing the current to flow in a way that discharges the obligation without trying to block or resist the force directed against us.

Acting in accordance with either of the first two ways results in automatic loss. The first way consists of meek compliance, which is a dead loss to us. We just simply pay or perform as they have instructed us to do, like good little slaves. The second way constitutes a dishonor, enjoining the issues offered to our strawman that can then be enforced by the courts and imposed on us. We give substance and credibility to the Wizard's light show. This is also a dead loss, because our dishonor ensures that we lose. The third approach involves staying in honor and retaining a posture where we are free to act in a way that redounds to our benefit.

If what we experience is the result of our direct creation in the past, acceptance must occur to close the circle on the process involved in our creating by thought and then, sooner or later, experiencing back upon ourselves the results of our own thought/creation. We must complete the cause/effect cycle and discharge the imbalanced build-up of charge that remains until the action/reaction account is balanced and the imbalance, i.e., the charge, is discharged. If what we experience is the result of the actions of others, we need to do a kind of legal/commercial jujitsu that returns the

force of their actions back to them without injuring us. All injury we experience in legal/commercial matters is the result of essentially two (2) things:

1. Failure to establish on the record and correctly notice the proper parties of our position as the living principal, creditor, and authorized representative for, our strawman (all-caps name). All law functions on the basis of presumptions. A major presumption on the basis of which mankind is enslaved is the presumption that our failure to clarify and establish on the record who we regard ourselves as being and in what capacity we are functioning signifies the system's right to act against us as it wishes. As per the maxim of law, "He who fails to assert his rights has none." The 7th Commercial Maxim is apt: "A matter must be expressed to be resolved." If we do not provide notice of our position, no one else can, nor does anyone in the system have any motivation to try to assert our position for us (especially vis-à-vis them). If we want our position noticed, we and we alone must do it.

If we fail to notify appropriate officials and agencies of our position there is no basis upon which anyone in the system can relate to us other than in accordance with the system's rules and presumptions, which operate with impunity unless properly controverted by us. Their position is the only one on the table because we have not introduced our own into the equation. A gold prospector must drive a stake in each corner of a plot he is staking his claim on if he wants to have others recognize his claim. Without doing so, nothing exists to communicate his intent or be treated as if the plot of ground is his as opposed to anyone else's. He has not acted in accordance with the rules of the game that must be followed for him to achieve his objective.

2. Acting in dishonor, and thereby engaging in resistance that disallows pass-through of the current that enables us to retain our freedom and autonomy without being damaged. Resistance in a circuit creates heat. By resisting we bear the burden in our own biological circuitry, which remains until discharged. This absence of discharge can weaken, exhaust, burn up, or in some way debilitate us.

It is a cardinal spiritual maxim that victory is achieved through surrender. To understand this statement we must define the meaning of the operative words: "victory" and "surrender." By "victory" we do not mean physical conquest and domination, which is futility borne of acting on, attempting to render durable in some manner, the illusion of separation and superiority of one aspect of the One over another. In this situation an ego imagines not only that it is separate from others, all, and everything, but is superior to other expressions of the same Oneness. This delusion is a major source of sorrow and suffering that has plagued mankind throughout history. Using force and artifice is an attempt to get reality to conform to a flawed and vain abstraction of it is foregone futility that leaves carnage and suffering in its wake.

The term "surrender" is intended to convey the concept of expanded receptivity rather than outward-directed action without first obtaining the benefit of more thought, insight, and information than one has at the time. Receptivity involves opening one's mind, letting go of the attitude that one already knows the truth, releasing pre-conceived ideas about what one is experiencing, and inwardly expanding the vessel of one's being not only for the purpose of perceiving matters more fully, clearly, and wholly (free of distorting, deluded, and pre-conceived biases), but providing the conscious mind with more comprehension than had previously been the limits of one's thinking and consciousness. Depth always absorbs. And as a Zen master once said, "It is impossible to discover when preoccupied with the familiar." There are no limits or bounds to the size, scope, and depth of our vessel, nor to the nature of the content we can consciously contain. This is akin to a take-off on an old rhyme:

Little forms have bigger forms
On their backs to bite 'em;

And bigger forms have bigger forms,
And so on ad infinitum.

Further significance of surrender inheres in realizing that we see things far more as we ourselves are than what something is in itself. A moment's reflection reveals that anything can be viewed, perceived, thought about, and acted upon in an infinite number of possible ways by an infinite number of possible beings. Everyone observes and experiences life from his/her unique nature and position in space-time. No two perspectives are the same, nor can be. As someone once quipped, "When you hear two accounts of the same automobile accident it makes you wonder about history." The Bible is full of admonitions against acting in violation of this truth vis-à-vis others, such as "Thou shalt not bear false witness," and "Judge not, that ye be not judged." What certainty, after all, does anyone possess about the "truth, whole truth, and nothing but the truth" that might justify slandering or judging someone?

Therefore, "surrender" really means giving up one's entrenched position in favor of allowing clearer and more holistic understandings to emerge. The ultimate end of this approach is to perceive existence as it is, rather than how we might think or believe it is. Two further quotes of Zen masters come to mind: "Do not seek the truth; merely cease to cherish opinions"; and, "If you understand, things are such as they are. If you don't understand, things are such as they are." The actual truth of anything is the "such-as-it-is" nature of its existence. The more we live in this manner the more grounded in happiness and integrity our life can become.

In court

Why do we lose in court? It is not because it is a military or maritime court (which it is), often evidenced by the gold fringe on the flag. It is not that we are under implied or adhesion contracts to some municipal corporation (if so we could raise the issues of contract law). It is not a plethora of other reasons advocated by innumerable "patriots," all of which "reasons" are rabbit trails. So, the short answer to why we lose in court is that we lose if:

1. We dishonor any of the people and processes that impinge on us, thereby enjoining the issues described in the presentment so that we become bound by the matter. We have no right to deny or speak to anyone else's utterances, and doing so lands us in the middle of their novel.
2. We traverse and therefore contractually amalgamate ourselves and our strawman into the court's jurisdiction so that we endure in the flesh the results of whatever trial or hearing might occur dealing with our strawman. It is the strawman that appears, is tried, and sentenced, not us. By traversing, however, the real us gets to go along for the ride and experience in reality the judgment against the strawman.
3. We fail to discharge the charges, thereby authorizing the system to enforce commensurate consequences on us.
4. We have no facts in evidence substantiating our position placed by a competent witness on the court record of the case. This crucial matter is discussed below in greater detail.
5. We have not bonded the case.

Let us briefly discuss these issues:

1. We avoid acting in dishonor by accepting and returning for value whatever presentment or charging instrument we are provided with and by not arguing, fighting, denying, or ignoring.

2. We do not join the dispute by traversing, by which we leave our own ground and tacitly give reality and credibility to the opponent's claims and allegations that are not facts but only presumptions and assumptions until we stipulate (expressly or by dishonor). Enjoining the issues in a presentment, such as denying allegations or charges, or saying that we don't owe an alleged debt, is a dishonor that enjoins us with the court's jurisdiction and our own strawman and creates a dispute that grants a court subject matter jurisdiction. It sucks us up into the made-up game of imaginary disputes between fictitious entities. The definition of "traverser" in Black's Law Dictionary confirms the point succinctly:

Traverser. In pleading, one who traverses or denies. A prisoner or party indicted; so called from his traversing the indictment. Black's Law Dictionary, 5th Edition, page 1345.

3. Whenever we (i.e., our strawman) are "charged" with something, that charge is a bookkeeping entry of liability on the ledger and must be "discharged" by entering a balancing, offsetting asset. Filling in the asset side usually occurs by the loser parting with public funds of some kind, such as a check or FRNs, or doing "community service," or being bonded and incarcerated as the surety. When we discharge the charges by acceptance for value, which is a Banker's Acceptance, we end the controversy and become the owner of the contract. Each of us is a private banker. Under banking our acceptance and return for value establishes the facts and makes us owner of the transaction. We then own both sides of the deal, i.e., both the creditor and debtor side. By accepting from the private side and providing the value from the private, i.e., substance, side we end the dispute and remove from the equation any controversy for a court to resolve.

4. It is imperative to understand that the admiralty/equity courts of the system do not deal with reality, substance, and facts in evidence. They deal in assumptions (such as unsupported claims and charges), and presumptions (unexpressed rules by which the system operates), and stipulations (agreements that create the "facts"). Because they are strawmen and cannot be competent witnesses through sworn testimony, neither attorneys nor officials can place actual facts in evidence on the record that a judge can judicially notice, such as claims supported by sworn testimony, either through an affidavit sworn true, correct, and complete, or testimony under oath on the witness stand in open court, or deposition.⁹

⁹ In the celebrated "voter punch cards" incident in Florida in the Al Gore dispute with George Bush in the last election, Gore's attorneys introduced a batch of "voter punch cards" as evidence for the purpose of proving that the election was flawed. The judge never even looked at the evidence and threw Gore's attorneys out of court. Although the press and public were not aware of the rationale for the action, the judge's basis for doing what he did was that the cards were never presented to the court by a competent witness. There had to be a witness to state that the cards came from such and such a precinct and that the one testifying witnessed the cards being gathered up, boxed, and transported and was stating such matters under oath. Without such competent witness, there was nothing on which the judge could rely to substantiate any claim that there had been tampering with the cards during the gathering and transporting thereof. Attorneys can neither be competent witnesses nor can any statements they make be considered testimony. They deal in assumptions, hearsay, and dishonor. So much for high-priced lawyers!

5. Recently some people in Nebraska allegedly avoided having to go to prison for some time by posting—at the last minute—a single-page bond. The text of this bond, along with some explanation and comments, accompany this article.

A presumption is defined as follows:

"A presumption is a deduction which the law expressly directs to be made from particular facts." (Evidence Code, § 600.) And "a presumption (unless declared

by law to be conclusive) may be controverted by other evidence, direct or indirect: but unless controverted, the jury is bound to find according to the presumption." (Evidence Code, § 602 et seq. *In re Bauer* (1889), 79 Cal. 304, 307.

The bottom line is that whenever we receive any kind of presentment, from a tax bill to a summons/complaint, indictment, etc., our proper course of action is to accept and return the offer for value, served by a notary on our behalf. Discharge of the obligation occurs at the moment the offerror receives our communication. Contractual ratification has occurred through offer and acceptance. The circuitry closes on itself, the + and – polarities discharge, and nothing remains upon which anyone can act.

A charging instrument (presentment) is an offer, an obligation created on the public side by inventing a new borrowing against the creditor (source of the credit) on the private side. Your strawman is offered the opportunity to assume the obligation. What we must understand is that:

1. Any presentment is a concocted debt on the public side created by the party responsible for issuing the presentment;
2. Whenever you (i.e., your strawman) receive a presentment, through your acceptance and return for value of the presentment, you can perform a legal/commercial jujitsu by diverting the force of the presentment back on the issuer;
3. The fabricated obligation constitutes a new borrowing, i.e., creation of more public debt, which they wish your strawman to assume, and which you—at the expense of your body/labor—must discharge;
4. Any presentment can be discharged by providing the offerror with the charging instrument accepted and returned for value and utilizing your exemption as the source of credit for discharging the obligation;
5. A presentment is not an obligation that attaches to you unless you dishonor and do not discharge it;
6. When you proceed correctly the charging instrument constitutes funds that can be used to make you money;
7. If the offerror does not honor your acceptance and return for value, then he is the one in dishonor and can be made the party obligated to pay you for costs, fees, and damages on the basis of his dishonor.

Understanding the above scenario serves greatly to remove fear¹⁰ ("False Evidence Appearing Real") from the equation, especially when we realize not only that the presentment can be neutralized but that it can be turned to our advantage. The advantages can occur not only by what might ensue from the offerror's dishonor of our acceptance and return for value, but by other means also.

10 So long as one is ungrounded in his own existential/spiritual position, and ignorant of what the system is and how to deal with it effectively, fear is inevitable. This is because the system is one of endless applications of legalized violence on the basis of fictions and frauds promulgated by other beings. None of these paper assaults (presentments) is our creation or our property/province concerning which we have authority to speak. They are all the "truth" and actions of the originator, and therefore the originator's property and domain. Unless we understand what is happening we are in the dark having to deal with things that can destroy us without possessing any ability to fathom and disarm them.

The catch-22 of the system is that both traversing (enjoining the issues in any manner) and ignoring (doing nothing) constitute a dishonor guaranteeing our loss. The way out of this "damned-if-you-do, damned-if-you don't" double bind is to comment on the paradox. Problems

are not solved on the level of problems; they are solved by operating from another domain, or "meta level," which in this case is our ground and truth for which we have exclusive knowledge and authority to speak and concerning which they have none. Now they must deal with our world (which they cannot address and cannot enter) and from that position we require them to "put up or shut up." Since they cannot substantiate the truth and validity in our domain, which is more powerful and fundamental than where they are operating, we can by so doing turn the tables on them.

Officials, attorneys, and banks do not want to honor this process for a number of reasons, largely because they have been making money by usurping and using our exemption and do not wish either to be estopped from doing so or seeing us regain our sovereignty and autonomy by asserting our standing as creditor and using our exemption for our benefit and not theirs.

Standing and status

Whenever you receive a bill, citation, summons, complaint, indictment, etc., what you receive is an original issue presentment. It is also an assumption—a concoction contrived in the mind of the living being who dreamt it up—since there is no bona fide assessment¹¹ for the obligation. There is no commercial paperwork to support the contractual basis upon which the alleged obligation is based.¹² Remember that the entire (colorable) system functions by fictions and frauds. There is only presumption of assessment, i.e., color of assessment. Since the presenter of the presentment did not attach anything of value to substantiate and support his position (hence the phrase in some accepted-for-value documents "I did not find your check enclosed"), the document is grounded in the imaginary. Nevertheless, it can be traced to the author of the document and whatever strawman on behalf of which he acted to create the new debt currency. The presenter is giving you something created by inventing a debt, and can be transformed into something of advantage to you if you treat it correctly.

11 Any genuine assessment involves a valid contract, bearing the authorized signatures of all involved parties, plus proof of breach of the contract by the one who is then rendered a "debtor," plus an accounting of the sum-certain amount owed based on a true bill that itemizes the particular dollar amounts owed for what specific things (such as goods and services received and not paid for, or specific performance promised and not performed), plus proof of the authority for those trying to collect from the debtor to operate as third-party debt collectors, plus a statement of commercial liability staked by every alleging party (anyone who makes any bookkeeping entry or acts in the matter) to back up his claims by indemnifying those harmed in case he is in error. Those acting in the system, such as attorneys and government officials, have none of these prerequisites. They have only assumptions, which become actualized in our lives by making the assumptions real through our traversing or dishonoring.

12 The foundation of every record is the commercial paperwork, consisting of two (2) essential elements:

1. A ledger of accounting, consisting of an itemized list of goods and services provided by whom to whom, with corresponding monetary values indicated for each entry backed by the contracts and records that substantiate the validity of each ledger entry;
2. Record of accountability identifying the party who takes commercial liability and responsibility for the accuracy, relevance, and verifiability of each bookkeeping entry.

Although technically every document in commerce must be executed by/under affidavit sworn true, correct, and complete, the commerce of the world consists of billions of people engaging in countless commercial transactions a day. Obviously, it is impractical for the trillions of documents involved in actual commerce to be done by taking each one to a notary to be certified and sworn as being true, correct, and complete. Commerce, to be practical, must be efficient, streamlined, and minimalist. The force and effect of every document, however, is ultimately its accuracy, relevance, and verifiability combined with the sworn statement of some living, sentient being that he takes responsibility for the validity of the document and whatever information it contains. This must be so because every legal and commercial document involves someone paying and someone receiving gain. Since every such document involves a potential loss to somebody, accuracy and responsibility/accountability/liability must be inherent in all legal/commercial instruments. Therefore, although not in actuality sworn true, correct, and complete, all commercial documents may be enforced as if they were. Reality cannot be

cheated. No matter how fantastic and removed from reality and sanity matters become in the phantasmagorical public domain of assumptions, derivatives, fictions, and fraud, ultimately everything must be grounded in, and be able to be traced back to, the ground level, which is the combination of accuracy (truth) and individual responsibility/accountability. Documents do not write themselves—some living being writes them.

When you accept and return an offer for value, it must be remembered that the “value” is that which you, as the real being, give to the transaction. Only the private side, such as you, your labor, and your private accrual account—Private Treasury UCC Contract Trust Account—which is your “exemption” as the creditor from which the credit that creates the “currency” on the public side is derived, can have and give value. The public side is imaginary, created in the mind, and possesses neither value, nor substance, nor sovereignty, nor life. Public entities, such as corporations, trusts, partnerships, businesses, estates, and everyone’s all-caps name, etc., are persons, which are legal entities, *ens legis*. They are not real beings. By being creatures of the state, persons have status, which is fictitious and legal, not standing, which pertains to real beings and what is lawful. You, as the reality, are the substance and the source of all the public side reflects and from which it is derived.¹³

Any presentment you receive from the public side is a notice of the creation of a “charge” (open account), which remains un-neutralized unless you “discharge” it. You discharge the charge by performing a banker’s acceptance that provides the asset/credit that balances the liability/debit cross on the accounting ledger. You want to use your exemption (which is inexhaustible) for this purpose. In such case you can discharge any obligation. Anything that can be charged by creating debt against credit can be discharged by performing an accounting offset by using the same credit.

When you accept an offer and return it for value in your real, sovereign capacity, as creditor, you have accord and satisfaction. **The fact is your autograph.** You, as the real being, are a “lawful man,” capable of bearing a bond. You possess “*rectus in curiae*,” meaning “right in court,” or “*standi in judicio*,” meaning “standing in law.” That means that you are capable of bearing a note. Only a lawful man can do that. So the lawful man puts his autograph on the line, establishing the fact. Private men and women use autographs (self-generated marks), public side employees use signatures (signs of their juristic persona).

To understand more of the “money system” operating in the world today, we must make a short digression into history. The Legislative Act of February 21, 1871, Forty-first Congress, Session III, Chapter 62, page 419, chartered a Federal corporation entitled “United States,” a/k/a “US Inc.,” a “Commercial Agency” of what was originally designated as “Washington, D.C.” US Inc. is a corporation of the international bankers, *et al.*, and outside the Constitution.¹⁴ The jurisdiction of the US incorporation is private, commercial, international, and military admiralty/maritime. Every “citizen of the United States” is a “citizen” of US Inc. (which is a corporation, not a country), and bereft of standing in law as well as access to genuine law (meaning “common law”) that was accessible to Americans under their contract with the parent corporation, USA. Every “citizen of the United States” is also an enemy of the state, i.e., the United States Government, as codified in the Amendatory Act of 1933 to the original 1917 Trading With the Enemy Act. This is codified, *inter alia*, at 12 USC 95.

¹³ A reflection may appear as real as that which it reflects, just as the reflection of a candle gives light. We cannot, however, feel any heat from, nor burn out, the reflected flame, nor can we grasp the reflection of the candle and walk away with it.

¹⁴ The 1871 “Constitution of the United States” of the private corporation, US Inc., is identical to that of the 1787 “Constitution for the United States of America” except for the difference in the 13th Amendment. In the USA Constitution the 13th Amendment is one forbidding attorneys from holding public office. In the US Constitution the 13th Amendment is a prohibition against slavery and indentured servitude.

In 1933 US Inc. declared bankruptcy, as publicly noticed, *inter alia*, by House Joint Resolution 192 of June 5, 1933; Public Law 73-10; *Perry v. U.S.* (1935), 294 U.S. 330-

381, 79 L Ed 912; and 31 USC 5112, 5119. The result is that there is no money, i.e., real money, which is substance, such as gold and silver coin, that pays debts and is the coin of sovereigns. There is now only the representation or symbol of money consisting of debt created against credit (appropriate for bankrupt citizens devoid of capacity). The credit used to create and back the debt currency is provided by us through having given our gold in the 1930's, and our labor ever since, to back the failed corporation. Among many significant consequences of this are that there are now only bills of exchange, notes, and other evidences of debt to circulate as money. All currency today is created by signature.

When we accept and return a presentment for value, we discharge an obligation and render the offerror devoid of claim. This Banker's Acceptance ("BA") utilizes our standing in law as the creditor—the source of the credit—to discharge the obligation by using our exemption for offset and adjustment. We become established as creditor and owner of both sides of the transaction.

In the past we have usually sent the presentment back to the issuer ourselves. Now we realize that it is far superior to use a notary to send it to them. The notary does not care what is on a presentment or our paperwork, or the amount involved, i.e., whether a document says \$1.00 or \$10 Billion. The only thing the notary cares about is whether the document has a place for endorsement and a jurat, thereby justifying taking your fee, putting your document in an envelope, and serving it on the other party, saying, "Respond in ten (10) days." This time period is in accord with Regulation Z, Federal Truth in Lending, 15 USC 1601 *et seq.*, consisting of three (3) days for mailing, three (3) days for the issuer of the presentment to decide what he's going to do about your acceptance and return for value, three (3) days for return mail, plus one (1) for the day of service, which does not count on the time clock. The total time is therefore ten (10) days.

When we have the notary serve our acceptance and return of the presentment to the offerror, the notary's address is given for the respondent to send the check, remedy, or reply to. When a respondent does not respond to the notary within the required ten (10) days with a notice of discharge of the obligation he is in dishonor on our acceptance for value. He has not adjusted the account and is keeping the account open and the charge in place, continuing to cause trouble for us and make money by stealing our exemption. When no response from the original presenter is received by the notary within the required ten (10) days, we have the notary issue a certificate of non-response, which is a certificate of dishonor. At this point the dishonor of the issuer of the presentment is established on the commercial record. A notary's logbook is an irrefutable substantiation of the facts and admissible as evidence in any court.

The key to the notarial process is that a certificate of non-response issued by a notary is a judgment in estoppel. The first certificate of non-response is a judgment in estoppel on the law. The second judgment in estoppel is on the facts/money. Ideally we should do both when dealing with a presentment, since we wish not only to discharge the obligation but use the process to better us commercially.

We must remember who and what a notary is. Historically, the notary wrote the king's papers. He issued the writs. A public notary is higher than a judge. In addition, notaries have had from inception two (2) primary functions: 1) to protest international bills of exchange, and 2) be a bonded, neutral party who holds the commercial record and can place evidence into a court of any jurisdiction. Thus, the notary—as the ultimate holder of the commercial record—is higher than any judge inasmuch as no judge can act without the record. The great value to us is that through the notary we can place unimpeachable evidence into a court case for the record.

It is crucial to understand the following:

1. The commercial tribunals (courts) of the US and the States are in the private equity/admiralty jurisdiction of the alleged creditors in bankruptcy, the IMF, *et al.*

2. As admiralty courts the tribunals deal in matters of contract in which the defendant is presumed to have contracted (on land) to be "on the ship" where "the captain's word is law," one is "presumed guilty unless proven innocent," and the burden of proof is on the defendant to prove that he is not guilty (i.e., prove a negative).

3. As equity courts, the ultimate arbiter of a matter is the "conscience of the court," which is how the judge happens to feel that day, and is not anything accessible by a defendant. There is no "conclusions of law and findings of fact" issued (since it is in equity, not law), nor are there any facts, nor does any documentary material evidence exist established on the record of a case (an attorney, as we have discussed, cannot be a competent witness).

4. Since these commercial tribunals function in a private admiralty/equity jurisdiction that does not have any capacity to access law. It cannot deal in facts (reality). It must deal on color of those things, i.e., assumptions (color of facts). The assumptions become "facts" when both parties agree—stipulate—that they are true.

5. You cannot invalidate one assumption with another assumption; you can invalidate an assumption only by placing facts in evidence on the record.

6. Anyone in dishonor in any legal proceeding has forfeited his capacity to state a claim upon which relief can be granted, and must legally/commercially lose if the other side remains in honor and proceeds correctly.

7. If both sides of a dispute are in dishonor (which is normally the case, since all attorneys argue and dispute, as do most *pro se* litigants), whoever is ruled as the winner is a function of the judge's discretion, concerning which he has *carte blanche* to proceed as he wishes.

8. If we can enter documentary material evidence as facts on the record and require the judge to take judicial notice of that evidence, we have a platform from which we can win, because without stipulations the other side has no evidence (facts) to support their claims.

9. As a result of the above, it is logical to conclude that not only must we place our evidence into court in any case in which we are involved, have the judge judicially notice it, and act on it in a way that provides us with a win, but placing evidence on the record and causing its existence to ensure that we prevail is the only reason we should ever go to court or even deal with a court.

10. We must act from the beginning, and ever and always, for the purpose of setting our evidence on the record in any case in which we might have to be involved so that we can not only win, but—if we act correctly—make money (perhaps a considerable amount) from the situation.

The next logical question is: How can we place evidence on the record in a case? The following means may be deployed for entering evidence on the record:

1. Deposition;
2. Testimony in open court;
3. Affidavit (not as good as the first two unless one can cross-examine the affiant on the witness stand);
4. Entry of evidence into the record by a notary.

Of all of the above-cited methods for entering evidence into a case, the fourth method, the notarial process, may be the most desirable. By so doing one may enter the evidence one chooses by a means that must be admitted as evidence on the record, which no court can refuse to enter, and do so preferably without having to endure the time, effort, and expense of depositions and attending court proceedings.

We must always remember the following:

1. Stay in honor and never dishonor anything or anyone (including policemen, officials, judges, and even attorneys). Your opponents must go into dishonor on their own, of their own volition.
2. Put the issuer of a presentment in a position of having to "put up or shut up." I.e., place the burden of proof on him.
3. Establish all documents substantiating our claims on the record of the notary and the evidentiary record of any court case involved with the transaction.
4. Relate properly with everyone involved, especially the court and judge, so that you can make the best use of your situation, i.e., prevail and also make money.
5. Do not talk for any reason that does not serve your interests, and be prepared as much as possible to know what you wish to accomplish, what not to allow to happen, and the proper way to say what can succeed in achieving the results you desire. They must have your words, your admissions, and even your legal determinations, to hang you.
6. Never make an offer (a supplicant, dependent position). Be an acceptor instead. The power is in acceptance, and without acceptance we cannot win.

So the tangible steps/processes/documents involved in dealing with any presentment consist of several phases:

1. Execution, filing, and notice of foundational documents stating rights, standing, and capacity;
2. Administrative actions concerning a presentment, both pre-court and non-court;
3. Documents and dialogue in court;
4. (If the issue is a mortgage, securing both legal and equitable title to the property as well as right of possession must all be done);
5. Collecting on the money.¹⁵

¹⁵ Collecting from dishonoring persons can and has been done, but a discussion of the process is beyond the scope of this article. It is enough at this point to master the essentials, execute necessary paperwork, and remain free of debt and incarceration.

In the event they ignore everything we do, we can proceed to collect from them by a number of possible means, including "non-judicial strict foreclosure," as outlined in Chapter 9 of the UCC. We can also instigate a bankruptcy proceeding in which we are "debtor in possession" (and thereby able to accept or reject all offers), they are delinquent creditors, and we can request that an offset be performed that results in our collecting against their bonds, equity, or risk management department.

Part III Civil and Criminal Charges

Whenever you receive a traffic ticket (citation), summons, complaint, indictment, etc., what you receive is a public offer. It is an offer of indebtedness to your strawman. It is conclusive presumption, i.e., "fact," that your strawman is obligated to provide the funds if you act in dishonor. In commerce the penalty for being in dishonor is losing one's equity. Remember that no court in the system—since they are all in the public realm—can see, address, or deal with the real you. Public courts can deal only with assumptions and fictions in their colorable (phony) system. As such, there are no facts other than what is stipulated (agreed) to by the parties. If an adversary says the sky is green and you agree, that agreement constitutes a "fact." The commercial tribunals of the system are all contract courts, and your stipulation is contractual ratification, which is the law of the matter. People lose in the courts because they try to counter or neutralize one assumption with another.

If you are in dishonor you will be forced to provide, through your [strawman](#), public funds (FRNs or equivalent), one way or the other, to satisfy the obligation. This can be by simply parting with FRNs, doing "community service," or by being incarcerated as the surety for the obligations of your strawman. In the latter case they create the bond by further borrowing against your strawman. This generates funds that are used to balance the books and also make considerable additional money for the courts, judges, attorneys, etc. Given the immensity of the money made (per CAFR and LAFR), which is several times the total amount of the entire economy of the private sector, the mania in the United States for charging, prosecuting, and incarcerating is understandable.

The following are important considerations in the equation:

1. As investors in the bankrupt corporation called the United States, as well as the USA, the parent corporation, we, as real people, are the true creditors of the country and source of the wealth, as discussed above. As such, we are exempt from taxation from the public side. The creditor and sovereign cannot be taxed by a system that functions by using the credit of the creditor. The public side is debt, operating by borrowing against us. Being derivative and dependent, the tail cannot wag the dog; the reflection cannot dominate the reality it reflects. The system does not deal with us as real beings; it deals with a fiction—a symbol—which is not us and therefore does not require the system to deal with us as the creditor and sovereign. Moreover, the public domain can tax and regulate only what is created in and belongs to the system, which can be only strawmen and never real beings.
2. As creditors, sovereigns, and true owners (preferred stockholders) of the country, we have authority to offset any obligation imposed on our strawman by the public side by making our exemption (which is unlimited) available to discharge the charges. The source from which the obligation was derived is our own credit, which can therefore be used as the asset to offset the obligation created by borrowing against that credit.
3. The size of the purported obligation, as well as its severity, is technically irrelevant.¹⁶ That which can be invented in the form of an alleged obligation can be offset, i.e., discharged, with the same ease as the obligation was created. All public debt is nothing but numbers—digits in the matrix. Promissory notes (creating currency by signature) got us into this mess, promissory notes can get us out.

16 It is often considerably more difficult using the acceptance-for-value process for dealing with matters involving a mala in se crime than a mala prohibita offense, although all "crimes" in the system today are "commercial crimes," see 27 USC 72.11.

4. The only way we can discharge and offset such charges completely—neutralize and eliminate them totally and close the accounting—is through an acceptance and return for value through the use of our exemption, which we make available to be used for exchange as the funds for discharging the obligations/charges. Per the maxim of law, "As a thing is bound, so it is unbound."

5. When we, as the creditor and sovereign, proceed as above, we are functioning as the king. The colorable public side is rendered dependent upon and subservient to our acts. By law, public officers are fiduciaries, and have no discretion. Compliance is mandatory. It is unrealistic, of course, to think that those who structure and operate the system for commercial enrichment and power will "go gently into that goodnight" when we use the system for our protection and betterment. In addition, and of crucial importance, is to neutralize the unrevealed presumption on which the system operates that we, the real us, have agreed to be united with and treated the same as our strawman. We remove that presumption by noticing the proper parties of the foundational documents referenced below. Many times when these documents are placed on the record in a court case, the case disappears. If they cannot access the real you (and your body, labor, and property), they are left hanging out to dry in their cloud-cuckoo-land.

Upon receiving a presentment

Receipt of an offer (presentment) will occur in one (1) of the following ways:

1) by mail; 2) in person; or 3) after arrest and being placed in custody. Herewith below we will concern ourselves with the first two (2) modes of receiving a presentment.

1) As soon as you receive an offer (such as a bill or statement you wish to discharge), make a copy (preferably color copy, certified as a true and exact copy by a notary) of the offer and keep that copy in a safe place. If you are already in court, go to the court and obtain at least two (2) copies certified by the court clerk of the documents filed in a case by the other party. Then use these as you would an ordinary presentment, following the procedure set forth hereunder.

1. After making a copy of the essential documents issued by the other side, imprint over the first page of the original of each document the following text (there are numerous versions of this and opinions as to which is best):

This presentment is accepted for assessed value and returned in exchange for settlement and closure of this accounting, certified and sworn on the commercial liability of the authorized representative as true, correct, and complete, with all related endorsements front and back. Pre-paid; exempt from levy. Adjust the account and release the orders to the authorized representative immediately.

[Autographed Postage Stamp
(Two-cents US is OK)]

Date: _____

2. If you have had your **bullet stamp** made, which includes your full name in upper- and lower-case (some people use all lower-case letters in their documents for ancient linguistic reasons¹⁷), as well as your EIN# and the terms stating that you are operating in capacity of being the "living principal" and "authorized representative," stamp your bullet stamp in gold ink so that it is over part of your **Accepted and Returned for Value, i.e., "ARFV," stamp (above)** and also across the upper left hand portion of the postage stamp.

3. Autograph your name at a diagonal across the postage stamp so that your autograph is done over a part of the **ARFV** text, across the postage stamp, and on the presentment itself. Use blue or purple ink.¹⁸ Put in the date by hand.

17 There appear to be four alphabets in English: print including upper-case letters (in whole or part), print in all lower-case letters, upper-case cursive, and lower-case cursive. Allegedly cursive (handwriting) joins phonetic symbols in a way that removes their individuality and therefore does not verify/certify the pronunciation of your name, voiding capacity for your autograph to state a claim. This is why one should always also print his name, thereby having a double witness and removing ambiguity (which may be construed as fraud in law that may require a third party, i.e., judge, to adjudicate). Also, language (multiple languages, i.e., babal—as in the “Tower of Babal”) came from the ancient Phoenicians and was, among other things, developed as a weapon. Writing in all lower-case letters was allegedly the mode of writing used by the elite, whereas use of all capital letters was reserved for ships, dead fictions, and slaves. One may review the term, “*capitas diminutia maxima*” in *Black’s Law Dictionary*, 6th edition, concerning this matter.

18 A long-standing concern about what color ink is best to use for such things as signing a document with an accepted-for-value stamp has been recently resolved for this author, who has now concluded that red is not good; blue or purple is optimum. Rather than indicating blood and the living being as we had thought, the significance in the color scheme of the system indicates that red expresses deficiency, such as “being in the red.”

4. If you do not have your bullet stamp, use the postage stamp as above, autographing on a diagonal across the stamp, filling in the date, and also printing your EIN#, as per the following:

This presentment is accepted for assessed value and returned in exchange for settlement and closure of this accounting, certified and sworn on the commercial liability of the authorized party as true, correct, and complete, with all related endorsements front and back. Pre-paid; exempt from levy. Adjust the account and release the orders to the authorized representative immediately.

[Autographed
Postage Stamp
(Two-cents US is OK)] **Account No.[EIN#]**

Date:

[Name], authorized representative

5. Your package to the offerror will consist of:

a. **Verified notice** (by affidavit, notarized) that informs the presenter of what the documents are that are attached/enclosed, what is required of the presenter, notice that the notary retaining a copy of the documents being sent and is acting as a disinterested third party, and that if the presenter does not respond to the notary within the required time (ten (10) days in most cases) with notice that he has adjusted the account and the obligation is discharged, a Certificate of Non-Response will be forthcoming from the notary that constitutes a notice of dishonor and judgment in estoppel on the law;

b. **Your accepted-and-returned-for-value presentment**, signed and dated by you in blue or purple ink and bearing your Private Treasury UCC Contract Trust Account number [SS# w/o dashes];

6. If the notary does not hear from the offerror within ten (10) days that the discharge has occurred and the accounting is closed, have the notary send the offerror a Certificate of Non-Response. This constitutes a certificate of dishonor and a judgment in estoppel on the law, which bars the offerror, and everyone else, from ever coming after you again concerning the issues in the offer.

If a court case is involved, have your notary also notarize such things as the following:

1. **Certified copy of the Oath of Office** of whatever judge is involved (if the identity of the judge is known at that point), as obtained from the secretary of state of the State, or the county recorder, or whatever office is holding it.

2. **Notice of Waiver of Protest.** This documents requests the court to waive any fee, fine, cost, or charge the court is looking for. A default position by the court is automatic record of INVOLUNTARY BANKRUPTCY if the court dishonors your request (as the living principal and authorized representative for your strawman). Your notice informs them that their dishonor constitutes a waiver of right to protest the matter (or anything connected therewith) henceforth.

3. **Notice of Acceptance, Standing, and Status; Request for Remedy.** This pleading-format document instructs the court to discharge all charges and dismiss the case (based upon your acceptance and return for value of the charging instruments and all court documents, along with filing the bond) or, in the alternative, produce the assessment for the charges (whether the charging instrument is a citation, complaint, information, statement, or indictment). (See "Instructions for Executing and Using Employer ID," B) 3), *supra*.)

It is an automatic dishonor/forfeit position if the court does not provide the assessment for the charges if you require it. Substantiation of the bona fide nature of the assessment consists of providing the commercial paperwork that reveals the origin, nature, particulars, and legitimacy of the assessment which, to be genuine, must be executed by the responsible party under affidavit sworn true, correct, and complete, with stated commercial liability risked by the responsible party in case he is found to be in error, and swearing to the accuracy, relevance, contractual validity, and verifiability of all allegations made and the exactitude of the sum-certain amount of the assessment. Failure to "put up or shut up" in this regard signifies the court's stipulation that it is continuing to entertain prosecution of non-existent charges.

4. **Bond (2 options):**

a. **Single-page bond (on court pleading format).** This bond is filed in the court on court-pleading format. Such format renders the document more familiar in appearance (and therefore more easily filed) than trying to file papers that are not in pleading format. Elaboration on the bond, its use, and history of success are discussed hereunder.

Or,

b. **Request for Appearance Bond.** This document is a court brief that instructs the court to have an appearance bond issued (at no cost to you) in order to underwrite the case and the appearance of your strawman at scheduled court hearings. The court's failure to issue the bond allows you to utilize their dishonor/obstruction as a grant of their signature by accommodation to be used in a subrogation surety bond. You notice the court that you are requesting an appearance bond, backed by your exemption (on the private side), at no cost to you. Technically the granting by the court of your request discharges all obligations connected with the case, ends the dispute, and makes you the owner of the matter. At this time we are awaiting final outcome of using this process.

If the matter is a commercial bill such as a credit card statement or other invoice, and they ignore what you have done and continue sending you more invoices, treat each new bill as an original presentment. Each statement is another offer on which you can do the same process. This is true of any matter, such as mortgages, credit cards, etc. The offerror's non-response signifies his tacit stipulation that he owes you the amount on your bill. He has implicitly agreed that he owes you the funds by not responding; he has invoked the doctrine of acquiescence and estoppel by silence.

As valuable as a judgment in estoppel on the law is, it is not the best we can make of a situation. We would like to make money from the event. For this we need a second judgment in estoppel—one on the facts/money. When you do this you establish on the record the amount that the offerror owes you in costs, fees, and damages. The amount can be anything you choose, since only you can decide what you think the matter is worth to you. Besides, it is all nothing but digits in the matrix.

If a court procedure is involved, as soon as possible file a court brief in standard court pleading format entitled "NOTICE OF ACCEPTANCE," by which you notice the court of the following:

1. You have accepted the charging instrument for value Banker's Acceptance and returned it in exchange for settlement and closure of the accounting concerning the matter.
2. Settlement of the account has been done privately by exchanging your exemption for discharge of the obligation by use of your Private Treasury UCC Contract Trust Account, No. [SS# w/o dashes].
3. You are operating in capacity of being the living principal, authorized representative and attorney in fact for the strawman.

As exhibits/attachments to your notice of acceptance, include color copies (preferably certified by a notary as true copies) of the following foundational documents:

1. Employer Identification I;
2. Private Agreement;
3. Security Agreement-Pains and Penalties;
4. SPA-IHHA.

Also file:

1. Notice of Request for Waiver.
2. Notice of Request for Remedy.

Put an autographed and bulled-stamped postage stamp on the back, lower right hand side of every page of every court brief you file. Obtain multiple copies of your documents to the court and have the clerk file stamp them all.

If the case is not dismissed (which it usually is), file the Court Bond.

B. Explanation of the process involved in accusation and prosecution

The situation involved in having to appear in court is as follows:

Private/Substance/Fact

Existential Event -> Subjective Interpretation by Accuser, with alleged Injured Party and Claim of Mens rea (criminal intent)

Public/Reflection/Interpretation

Statutory Criminal Charges -> Civil Resolution by agreement of the parties

The sequence is this:

1. You commit some actual act (such as writing a check on a closed account), which is simply an event in reality. You inscribed something on a piece of paper. So what? You also walked to the grocery store, ran into a friend, and planned a dinner party; all are simple happenings, with no legal charge attached.
2. Someone (some living being, the complainant) has considered what you did to be a crime you committed with criminal intent (*mens rea*). In other words, out of an infinite number of possible subjective, inner motivations you might have had for doing something, and an infinite number of possible ways anyone can think about what he perceives of your action, the accuser chose to adopt the perspective that what you did was a crime that you committed with criminal intent. The first is a value judgment; the second, regardless of substance, is nothing for which anyone but you possesses authority to speak. The accuser can neither know your intent nor does he have any right to speak for it. He can observe your outer behavior, not your inner motivation.
3. The interpretation that what you did is a "crime," as well as what that "crime" is, what statutes you allegedly violated, the basis of prosecution, etc., are all applications of the facts to the accuser's presumptions/assumptions/priorities/interpretations/motivations.
4. The complainant swears out a complaint under affidavit that you did what he says you did and submits it to the prosecuting authorities for them, as "public servants" (serving the system, not you), to investigate, and thereafter prosecute, your strawman (with you attached unless you rebut the presumption of the contrived union).
5. The first thing across the mirror (the bar) onto the right hand side of the bar, i.e., public/debt/bankruptcy mirage-land, is the criminal charges, which is what the public side indicts you for. Since the public side is debt, reflection, and bankruptcy, nothing of substance and reality can originate there. The public side must reflect something real on the private/substance side and then adjudicate the imaginary dispute concerning the arbitrary interpretation of the actual event, calling it a "crime," and saying it violated one or more of their statutes. The event itself is nothing other than an occurrence in reality, a thing-in-itself that is completely neutral. If someone calls it a crime that is his projection/interpretation of his mental processes and priorities. What he makes of what you allegedly did is his business, not yours. What do his mental processes have to do with you? He is manufacturing fiction and projecting it on you, attempting to lure you into traversing into his imaginary, let's-pretend world and deal with what goes on there. You receive a complaint that says, "On or about June 5, 2001, John P. Smith (you) did willfully do blah, blah, blah." So you read this, blush, and say to yourself, angered and fearful inside, "That dirty rat, I did not!" If you join his game and try to disprove his fiction you have left your domain, departed from solid ground, and ensconced yourself firmly into a swirling mirage of your accuser's fertile imagination. Why write yourself into his novel?
6. In a criminal case the system functions by getting people to plead to the criminal statutes on the public side. Then the matter shifts from criminal to the civil (agreement of the parties) for resolution. If you take this route you are down the drain. The proper way is to obtain a civil (meaning money) resolution on the private side so that the dispute is ended at its source and there is no controversy for any tribunal to resolve. This resolution occurs by stipulation between the parties as real beings. Once that agreement is reached on the private side (the origin), the possibility for any public

action is eliminated. There is no longer anything to drag across the bar and into the public domain.

7. For securing the stipulation between the parties that ends the dispute on the spot, admit to the facts in the charging instrument (after having accepted everything for value, of course). This can be accomplished by a statement such as, "I have no problem with pleading guilty to the facts stated in the charges." The prosecution says you wrote a check on a closed account. OK, you did. That is a fact, not a charge, so agree with the statement. By so doing you are not agreeing that what you did was a crime, or violated any statute, or can be any basis for prosecuting you. You have merely agreed to a fact in reality, thereby reaching a stipulation with the prosecutor that end the negotiations. Because there is stipulation between the parties, there is no longer any controversy for a court to hear and entertain. The agreement between the two of you ends the matter. When there is agreement on the private/substance side the subject matter can never get to the public side, because no dispute exists.

8. Concerning the bonding of the case, your discharge of the matter by use of your exemption makes you owner of the transaction.

9. Keep in mind that if you follow their lure, what they present to you as the way to go, you're dead. They want you to plead to the statutes, not the facts. The statutes are their property, their "truth" (i.e., fiction), and jurisdiction concerning which you have no authority to deal. You own yourself on the substance side but have no claim on interpretation of facts that someone alleges on the private side (out of his belfry) that he wants you to deal with on the colorable, public side. If a matter is ended at its source (the private domain) there is nothing to bring into the public arena.

10. By pleading guilty to the facts on the private side you are demurring. "Who says I can't write a check on my own closed account? I placed some ink on a piece of paper, but so what?"

11. Remember that no one on the public side can charge anyone with a crime on the private side. Only people act; strawmen do not and cannot act. Therefore, deal with matters between you and your adversaries privately, forming private contract (usually by their tacit consent through non-response) between you and them. The terms and conditions of the contract include the fact, established on the notarial record, that that they stipulate that the matter is resolved, so no dispute exists. *Sic transit* case.

12. Someone invoking the system must post a bond to invoke the services of a court. The authorities cannot arrest you without an order (warrant, which is a check) from a court, and the only way a court can obtain the jurisdiction to issue a warrant is by someone having posted a bond indemnifying the court and granting the court subject matter jurisdiction (funds against which to execute the warrant/check) to adjudicate the matters you are being accused of. You must require that they provide the audit trail of the accounting on that bond that allegedly bonds the case.

13. If you are presented with a warrant, accept it for value, write "exempt from levy" on it, sign, date, and return it to the court. This grants the court authority to use your exemption in exchange for release of the property, i.e., return of the bond to you (as the creditor and insurer).

14. The Court Bond gives the court subject matter jurisdiction. If you are the creditor—paying with substance and not liability funds—it is your court. The court serves the creditor. When you have title to the bond behind the criminal prosecution there is no way you can go to jail because you have discharged the bond that would otherwise result in your being seized and incarcerated as the surety for your strawman that they treat as a debtor (defendant, loser) in a dispute.

15. If you enter a plea when no bond has been posted, you have broken the law by pleading to non-existent charges (i.e., color of charges). Also, you have granted the

court subject matter jurisdiction to prosecute your strawman on the public side as the debtor. Posting a Court Bond removes all basis for continuing; the matter is resolved by your discharge on the private side.

16. Having a hearing in an admiralty court is not a common-law right; it requires posting a bond so that the court can have in rem jurisdiction. The property at stake in the proceeding is the bond. You must secure title to the bond behind a criminal prosecution if you wish to be immune from conviction. How do you get title? There must be an agreement between the parties concerning the identity of the creditor on the bond. The court will probably try to secure title by asking you to pay a small fee for filing the bond. This is a trap.¹⁹ One way or another you must provide the asset that balances the books. The issue is not whether you discharge the obligation, but what kind of funds, i.e., in asset funds or liability funds you use for doing so. If you use your exemption you secure title; if you use FRNs you forfeit title. Therefore, you suggest that either the court waive the public administration fee for registering the bond or secure the fee by performing an adjustment and offset through use of your Private Treasury UCC Contract Trust Account (EIN#). If the court does not do either it is in dishonor of you, as the king/creditor, authorizing you to discharge the matter by bringing involuntary bankruptcy against the court to discharge the bond because you have established yourself as the owner by your acceptance for value and willingness to allow your exemption to be used for discharging the obligation.

C. Strategy concerning court

One of the most difficult positions to be in when inside a courtroom is sitting down. It is best to wait outside—or in the back of the courtroom—until the strawman's name is called. Then walk towards the bar to speak and don't sit down. Sitting is inferior to standing, and if you go through the drill of being in court before the judge enters, standing up upon hearing the bailiff announce, "All rise," and then sitting down when instructed to do so, you are signaling by your behavior that you are an obedient serf and subject of the court and within its jurisdiction. This is not a desirable position. A maxim of law concerning this states: "It is immaterial whether a man gives his assent by words or by acts and deeds." 10 Co. 52.

When your strawman's name is called, when spoken it sounds the same as your upper- and lower-case name (see "*idem sonens*," meaning "same sound," in *Black's Law Dictionary*, 4th Edition). When this happens, do not say "here." As soon as you give your name you testify that you are in the public side. You testify that the real you is the strawman/Defendant on the paperwork at which the judge is looking. You form a contract with the court by which you agree that the real you may be treated in accordance with the way they treat the strawman/Defendant. You surrender to the court's jurisdiction. You agree to leave your own ground and domain and go join them on the school yard in their let's-pretend cops-and-robbers game.

The crucial points to keep in mind in any court interaction are as follows:

1. The courts are equity/admiralty/probate/trust courts, not courts of law. In such courts there is neither law, nor substance, nor facts, nor evidence, nor charges. There are assumptions, presumptions, color of law, color of substance, color of facts, color of evidence, and color of charges. Officials and attorneys execute the paperwork and pleadings as if (let's pretend presumption) your strawman is the trustee (Defendant, actually co-trustee of the public, cestui que trust created by the 14th Amendment) with a duty and the State (Plaintiff) is the beneficiary (i.e., co-beneficiary of the public, *cestui que* trust created by the 14th Amendment²⁰) who has allegedly been deprived of his trust benefits by the delinquent trustee. Trustees are always outside common law.

¹⁹ Even the use of the word "pay" is a trap. We are better off not using it in interacting with the system. Since there is no money, but only debt currency derived from borrowing against the people, there is no way to pay a debt. We discharge obligations, not pay debts.

20 The *cestui que* trust is a "public charitable (collective) trust," or "PCT," that is constructive and not express. "Constructive" means that the trust is constructed (created, manufactured, concocted) by "operation of law," i.e., out of nothing, as just another of an uncountable number of legal fictions of which the entire system consists, by the whim and fiat of those who own the particular law forum in which the trust is indentured and domiciled. In the case of the United States, this jurisdiction is the private, commercial, international, military jurisdiction of the original incorporation of US Inc. in 1871, within the 14th Amendment and emergency war powers implemented at the advent of the civil war that suspended law and terminated thereafter operation of the "*de jure*" government under the original charter, the 1787 Constitution.

A "citizen of the United States" was created by/within the 14th Amendment as a corporate, civilly dead entity operating as a co-trustee of the PCT. The 14th Amendment upholds the debt of the USA and US Inc. in Section 4 of the Amendment, which states that the "debt shall not be questioned." That is part of the terms and conditions of your co-trustee position. If you question the debt you are in violation of your own contractual obligations. Endeavoring to find fault with the system or any of those operating on its behalf is considered as arguing against yourself, which every judge immediately dismisses as self-evident error, if not insanity. No wonder judges are so fond of ordering psychiatric evaluations for those who appear in court these days.

It is presumed that everyone who states that he is a "citizen of the United States (Inc.)," or acts as if he were, has knowingly, intentionally, and voluntarily contracted into the private, military, international, commercial admiralty/equity law forum of the 14th Amendment PCT, surrendered all rights, and agreed to be bound by the alleged resulting contract. One is now "on the ship," where the captain's word is law and trying to protect your rights, find the system in error, or walk off the job is walking off the plank.

In the PCT, every citizen of the United States acts in a dual capacity: as co-trustee and co-beneficiary. This means that as a "citizen" you have on the one hand (as co-trustee) obligations and duties, such as the requirement to comply with all the system's codes, rules, regulations, laws, statutes, and public policy, and on the other hand (wearing the hat of co-beneficiary) you can receive benefits, such as welfare and other rob-Peter-to-pay-Paul token benefits such as "retirement benefits," "unemployment insurance," and other trinkets doled out in exchange for having, like Esau, sold your birthright for a bowl of porridge. There is no grantor or trustor (although there is a creator) to a PCT because it is an implied trust, i.e. constructed, and not formed by express, written, bilateral contract.

Once you are in the PCT, you can contract into Social Security, which is a reversionary, revocable trust in the New Deal, a socialist/communist scheme in which all participants are "tort feasons" who secure, by membership, benefits to which they are not entitled by having been extracted at legal gunpoint from other people. Accepting SS (or any other government) benefits is accepting stolen goods, providing the system with an excuse to consider you "guilty until proven innocent."

Therefore, in any court case, the action is being brought by the allegedly offended beneficiary, the Plaintiff, as (implied) co-beneficiary of the PCT, against Defendant, the (implied) co-trustee. This is why the "law" and "facts" are all completely irrelevant. If you go into court trying to argue either, you must necessarily lose since the only issue is whether your strawman faithfully performed its duty as trustee of the trust, such as to obey the statutes, pay the taxes, or whatever else is required in accordance with the ever-increasing ocean of by-laws of US Inc. If you raise objections of "law" or "facts," you not only traverse and dishonor (by arguing), and therefore automatically lose, but you give witness/testimony against yourself that you are a bad (delinquent) trustee trying to escape your duties as a co-trustee of the PCT. You are thereby presumed guilty. Your fatal error is not first and foremost that you argued, denied, rebutted, traversed, dishonored, and tried to avoid your contractual and fiduciary obligations (of a contract you ratified countless times by accepting innumerable government "benefits," such as Social Security, obtaining a driver license, getting a passport, etc., etc., etc.) as co-trustee, but that you failed to rebut the presumption that you are the co-trustee, i.e., the same as the Defendant/strawman/citizen. This is why there is only one issue and all the rest is so much irrelevant froth. The issue is whether or not you rebut the operational presumption. If you do not, nothing else matters; the presumption (where the power and teeth are) stands and you lose.

2. You, as the living principal, are real and exist on the substance/private side. The strawman, all-caps name, Defendant, is fictitious and exists on the imaginary/public side. The living principal cannot be seen, addressed, or dealt with by the public side, which is a reflection in the mirror and a chimera. The Defendant cannot enter or access the private side just as the living principal cannot enter the public domain.

3. It is essential to neutralize the presumption by which the system operates against us, which is that the living principal is presumed to be attached to and united with the strawman so that whatever is done to the strawman is imposed in the flesh on the living principal. It is the unrebutted presumption of the union of the real and fictitious that

enables the court to access the real you. This is why it is crucial to neutralize that presumption and render it inoperable.

4. You must not traverse or dishonor. You cannot win by arguing in let's pretend mirage-land.

5. You must end the controversy, i.e., terminate the presumption of the existence of a dispute, on both the private and the public sides. The obligations/charges must be discharged so that the books balance and you have complied with the law in both domains.

6. The public side is bankrupt, has no capacity to execute a sentence, and cannot charge you in common law. The charges are "in the nature of" (meaning colorable) civil or criminal charges in common law, meaning they are in form only without any of the substance. This is also (among other reasons) why you cannot lien public officials: doing so is a common-law (substance) process, and as bankrupt entities they cannot provide you with a remedy. Trying to lien public officials is a dishonor and crime by endeavoring to impose a common-law remedy in a sphere that cannot access common law.

Several possibilities (in lieu of or in addition to the Three Questions approach, below) for dealing with the name issue come to mind. These statements are intended as satisfying all of the above essential elements. When your strawman's name is called or the judge asks you your name, you could say one of the following (whatever you are comfortable with):

"I am here concerning that matter." Or,

"I am here as a third-party intervener²¹ in that matter appearing as authorized representative for my client."

21 The third-party intervener is you, the living principal, acting in your own interests because you have a pre-existing claim against the Defendant that precludes them from acting against any version of your all-caps name based on your prior contract therewith (such as your UCC, Specific Power of Attorney and Indemnity and Hold Harmless Agreement, your Employer ID, etc.)."

Then continue:

"I accept for value and return for value all of the charging instruments in this matter and make my exemption available [not "offer," since we never make offers] for discharge of all obligations and charges connected with this case. I do not dispute any of the facts in the charging instruments."

We must remember that problems are not solved on the level of problems: we cannot resolve the imaginary dispute in the imaginary domain. We must not try to pay with public funds; we must not try to prove ourselves innocent; and we must not plead "not guilty" (which is arguing, traversing, dishonoring, and telling them that you are joining the imaginary game and treating it as if it were real). All attempts to do these things are traversing and dishonoring, breaking the law, and committing treason against the equity court by trying to deal with the dispute as if it were substantive, private, real, and in common law. The court then convicts us for contempt of court and imposes the common-law sentence.

We must also remember that they need us, as the living principal, to be a witness against ourselves, testify, and make the legal determination for them that we are the one they are looking for in their let's-pretend game and want to prosecute, convict, and punish. They need us to volunteer into contracting with them in their public domain. They cannot make the legal determination that the Defendant has anything to do with us; it is up to us to hang ourselves. The above statement satisfies all of the essential criteria, as follows:

1. The catch-22 of the matter is that under common law you are presumed innocent until proven guilty, whereas in their admiralty/equity courts you are presumed guilty

until you prove yourself innocent (which is impossible in their let's pretend/presumption game). If you try to prove yourself innocent you are in dishonor and are charged with a breach of trust to the beneficiary, the State. By so doing you commit treason against the court by trying to secure a common-law remedy where none is possible, and you do not neutralize the presumption (and indeed, ratify its force and effect) while admitting that you have been a delinquent trustee and acted in violation of your fiduciary duty.²²

2. You, as the living principal on the substance/private side, are speaking on behalf of, but not as, your strawman/Defendant. Ideally you have filed before ever going to court your Court Bond and Notice of Acceptance, Standing, and Status; Request for Remedy, wherein you have attached your accepted-and-returned-for-value documents and your standing/status documents that define and clarify your standing as living principal and authorized representative for your juristic person, *ens legis*, strawman.

3. By proceeding in this manner, especially when supported by your notary-witnessed documents, you neutralize the presumption that you are attached to and united with your strawman.

4. You do not traverse or dishonor, thereby disarming and defusing the matter.

5. You end the controversy by your acceptance and return for value, filing the bond, and stating that you are not disputing the facts in the charging instruments. By not disputing the facts (on the private side) you remove the dispute at its origin and leave nothing to resolve in the public arena. By making your exemption available to discharge the charges you are in harmony with the law, leaving no violation to prosecute. Technically you could say, "As the living principal I do not dispute the facts on the private, substance side and my client pleads guilty to the charges on the public side."²³ The point is that if you end the controversy on both the private and public side there is no dispute for a court to hear and entertain. There is no one and nothing to prosecute. Then, if they wish to convict your strawman of something, let them find the strawman guilty on their own (leaving them exposed). They are welcome to put a piece of paper with the Defendant's all-caps name on it on the electric chair, throw the switch, and discharge the charges through the paper while you are out having dinner with your girlfriend.

22 An interesting property of their equity courts is revealed by remembering the maxim of law that "Anything inside a box is not there." Consequently, the following persons/players are not there: 1) the jury, which sits in the "jury box"; 2) the witness, who gives "testimony" in the "witness box"; and 3) the judge, who sits on a platform, which is also a box. Only the trustee (Defendant) and beneficiary (State) are there and relevant to the proceedings; all the rest are part of the Wizard's smoke-and-mirrors light show of diversion and misdirection.

23 The authors have never heard of this being done, so cannot vouch for the results that might accrue from doing so. Since this statement is accurate, explicit, and addresses both sides of the bar, it theoretically should be effective.

6. By not traversing into the game, and by not trying to defend yourself or your strawman against the charges, you do not enjoin the substantive, private, common-law side with the civil or criminal charges and thereby become the victim of sentencing as a result.

The intent of using the above approach is to truncate the time, effort, and dialogue involved in dealing with giving one's name in court. If you are this situation and it looks as if it is not getting the job done and getting you the closure you desire, you can at any time go to the Three Questions approach (discussed below).

Placing evidence in court

In the meantime, if you are in a court proceeding, although no one and nothing operating from the public side (i.e., all attorneys and government officials) can place actual evidence on the record, you, as the real being (especially with a notarial witness) can! People and documents you can subpoena for deposition and evidence in your favor include the following:

A. In both civil and criminal cases, subpoena persons for deposition and/or bringing in documents you require as evidence in the case. These parties can include the mayor of the municipality, as well as the risk management accountant of the municipality, with documentary proof that the insurance books on the case have been adjusted and a bona fide assessment has been made of the bond (the original complaint filed in the court). The voucher that must be issued (by/in the department of risk management of the municipality in which the court is located) is to monetize the complaint that created the funds by utilizing the derivative name (the all-caps name of the DEFENDANT), supported by municipal bonds.

Serving a subpoena *duces tecum*, hereinafter "SDT," whether or not you depose anyone for direct questions, is appropriate in both state and federal cases. Obtain several official, stamped subpoenas from the court in advance. In the section asking for documents subpoenaed, print, "See attached SCHEDULE OF DOCUMENTS SUBPOENAED, SET I." You can have the SDTs served by a process server, sheriff, or US Marshal, and serve the prosecuting attorneys, and perhaps also the mayor of the municipality in which the court is located, and the head of the department (or accounting department) of the municipality department of risk management. The documents you should subpoena and require them to provide you with are as follows:

(A) Civil.

1. Basis upon which prosecution concerning Case No. [Case #] Case No. [Case #] may continue after Authorized Representative has accepted and returned the charging instruments and Case for value and posted a bond secured by and through Authorized Representative's exemption (and therefore discharged the obligation and ended the controversy);
2. Certified copy of the assessment in fact on which the charges re Case No. [Case #] are based;
3. Certified, true copy of the order from the Secretary of the Treasury to collect the debt obligation of the Defendant re Case No. [Case #];
4. Certified audit trail of the voucher for monetizing the complaint/bond on the case.

(B) Criminal. All of the above items for civil, plus:

1. The detainer authorizing incarceration of [DEFENDANT] and the accompanying physical body of [Name] re Case No. [Case #].

Their failure to provide any of these items is a tort and grounds for habeas. As for the evidence you wish to establish on the record, first file what you want judicially noticed as evidence. This should include your Court Bond. As soon as your documents are filed, obtain at least two (2) certified copies from the clerk of the court. Keep one set in a safe place. Take the other set with you to place into evidence in open court. Once you serve the evidence on the court it cannot be denied. You give your documents to the bailiff, who serves the judge, and even if the judge throws everything back at you it does not matter. What you want to put into evidence has been served. The documents for you to file in the case and serve on the judge in open court should include the following:

1. The judge's oath of office that you received from the secretary of state (or whatever official source provided it to you);
2. Your Court Bond that bonds the case;
3. Proof that you have accepted the case and all charging instruments for value and returned them for value;

4. Your judgment in estoppel on the law (first certificate of non-response) that the notary served on the opposing parties;
5. Your judgment in estoppel on the facts/money (second notarial certificate of non-response).

[Part IV—Redemption in Court](#)

[Presentments Index](#)

Part IV Redemption in Court

The following are points (allegedly derived from Roger E material) on the "Redemption," or "Three Questions," approach to functioning in court:

Background

1. The word "law" comes from "llall." The "l" was originally a double-"ll," which came from hieroglyphs signifying "two legs walking." "Law," however, is an obstruction because the "two legs" walking around show that law is constantly changing. In the United States, for example, Americans get to live under approximately 150,000 new laws every year passed by combined federal, state, and municipal legislatures. In 1984 there were over 200,000 such new "laws." We have been informed by attorneys, as well as West Law, Lexus, and Nexus, etc., that the law changes so rapidly that in many cases an attorney must check to see what the law is today before he goes to court. (My retort each time I was informed of that was, "What if natural law behaved in so unstable a manner?")
2. A court is a "place where a contract or agreement is made." [A court is a "commercial register."](#) One consequence of this is that all courts are "courts of record." Indeed, there is nothing with which a judge can deal except the record. How can a judge act in the absence of paperwork in his possession that inform him what a case is?
3. In accordance with the principle of agreements, if someone fails to respond in protest you in essence have an agreement that includes his stipulation that he is in dishonor.
4. When you are formulating an agreement, the first thing you need is the name of the second party. This is why in court you first ask the judge if you may have his name. Note: the Court is working on an assumption of contract, not an agreement in fact.

Procedure/Dialogue

The Redemption dialogue makes the court proceeding into a deposition that you are conducting for the purpose of establishing on the record who the claimant is in the case. You are there under threat, duress, and coercion, since guaranteed harmful repercussions are inevitable if you do not appear when/as commanded. You are also there because someone, somewhere, has made a claim—or color of claim (implying, or calling what they allege without foundation a "claim"—against you that allegedly justifies enforcing the claim against you by using the legal-violence system. By engaging in this deposition you are actualizing the maxim of law that "the burden of proof resides on him who asserts, not him who denies." You want them to prove the nature and cause of their alleged or implied claim. In other words, you—as the creditor, owner of the court and both sides of the transaction—are requiring them to "put up or shut up." When

you go into court like this you are exercising your rights under public international law to determine what kind of business these people are trying to do with you.

In any interchange between you and the judge, whether it is you requesting that the judge answer something you are asking him, or him asking you a question, you must persist until the judge sees that you are not going to give in. This is perhaps especially important if/when a judge asks you to state your name, or asks if you are so-and-so. He may ask at least three (3) times, since the system functions in threes. The judge needs to know that you are clear and secure about what you are doing and will not cave in under the psychological pressure that he is so well-trained in applying on those who are before him in court. Likewise, you may have to state your requests three (3) times until you receive either an answer, or a non-answer (which stands as an admission on the record of your position in the matter).

1. The first thing you do is ask the judge for his name so the record is set concerning the parties entering into an agreement. Therefore, when your name is called, you say, "I am here concerning that matter. May I have your name please?" Request number 1.
2. Pay attention to the fact that most Judges/Justices prefer to give their title, NOT THEIR NAME.
3. If the judge gives his name, request: "Would you please spell that for me."
4. If the judge gives his title (such as "Judge Smith"), request: "Your offer of communication is accepted for value and your dishonor is returned. Please state your name, NOT YOUR TITLE."
5. If the judge states that it is a TITLE/NAME, you can ask: "Is that TITLE/NAME (such as JUDGE SMITH) the same TITLE/NAME that is registered with the Secretary of State?" If not, it is fraud and the entire matter is void because the judge is doing business as a name (and therefore as a different entity) than that by which is registered as authorized to do business (another derivative).
6. Now if the judge won't give his name, then go ahead with your second request anyway. If someone with whom you are dealing in court fails to respond or is standing mute it means you are in control and he is waving his rights. Request number 2: "Do you have a claim against me?" He will either stand mute or he will decline to answer, signifying his intent to demur to the matter.
7. When you receive a "no" answer, or no response, or a non-responsive response, go on to Request number 3. "Do you know anyone who does have a claim against me?" Note that you do not say any "person" or "anybody that" has a claim. It is anyone "who" has a claim against me, i.e., a living principal who is alive and breathing in the real world. You are not pleading into a fiction or a legislative venue, which is the major legislative premise (presumption) on which the court functions. This presumption stands unless neutralized.
8. If the prosecutor answers you by saying something like "The State of California has a claim against you," you can say either "Your honor, would you please direct the prosecutor to produce the assessment for the charges," or, "I call the claimant to the witness stand," or, "I call the State of California to the witness stand."
9. Now if you receive a "No" answer or non-responsive reply to your request for the judge to inform you whether he knows anyone who has a claim against you, and the prosecutor also says "no," then continue by directing the Judge, 1st position as a request statement: "I request that TITLE/NAME please direct the prosecutor to answer whether there are any more charges." Asking the judge this cuts down on any more assumed charges. On a good day the prosecutor will refuse to answer and the Judge will dismiss the case on the spot!!!!

10. At this point you can direct the Judge, **2nd position as a request statement:** "I request that TITLE/NAME please direct the prosecutor to answer whether the assessment for the charges is in his/her possession." Making this request of the judge forecloses the system from acting on the otherwise un-neutralized assumption that you are not concerned whether there is a civil assessment to justify the charges. **Without an assessment there can be no charges** (see §§ 18 & 19, below). Asking this questions puts the prosecutor in trouble, as if he does not immediately drop the charges he is practicing law without a license, which is a felony!

11. At this point you can direct the Judge, **3rd position as a request statement:** "I request that TITLE/NAME direct the prosecutor to provide the assessment for the charges along with the certified audit trail of all transactions (held by the mayor of the municipality and the applicable risk management department) including the voucher and all disbursement documents and receipts."

12. At this point you direct the Judge, **4th position as a request statement:** "I request that TITLE/NAME please direct the prosecutor to provide the serial placement number of his/her bar card." NOTE: many times the prosecutor is not qualified even to be there (which is often the situation in federal court), and the bar card, which is an OMB number, can be used as the number for a surety bond.

13. At this point you direct the Judge: **5TH position as a request statement:** "I request that TITLE/NAME please state for the record if you have subject matter jurisdiction." NOTE – if there are no further charges, no assessment for the current charges, and no subject matter jurisdiction, the court is in a forfeit position.

14. If you elect to utilize the appearance bond matter within this Redemption approach, this would be the place to bring the matter up [as of this writing requesting an appearance bond may be eclipsed by the single-page Court Bond on court-pleading paper]. Then your **6th position consists of your request for the appearance bond**. Making this request in effect puts your name on the account and thereby charges the account so that when the appearance bond is discharged (by appearance) the operators of the account are put into immediate INVOLUNTARY BANKRUPTCY. If there is no assessment for the charges, more than likely they will not issue an appearance bond and you can therefore issue a subrogation surety bond.

15. Should anyone hand you any piece of paper, in particular a paper in which they want you to read the assumed "charges," scan the front and back of each page and say, "I cannot see any charges." Hand the paperwork back to the one who gave it to you and then direct/request the Judge to have the prosecutor read the charges.

16. **DO NOT LET THEM WAIVE THE READING OF THE CHARGES.** Once more repeat the request for the assessment for the charges. Persist on this point. Once that point is resolved, state that you are not disputing any of the facts in the matter and admit to the facts in the charging document. The point is that the system wants you to accept the face appearance of their documents and statements as gospel, so that you self-assess and testify as a witness against yourself. Do not waive the right to require them to provide you with the civil assessment. They never have any valid criminal charges, nor any assessment to support the civil charges (all actions today, both civil and criminal, are actually civil, i.e., commercial). Do not let them off the hook and hang yourself. Require that they substantiate the charges.

17. USE YOUR INTUITION AND WHETHER TO USE next phrase after the gavel fallen (the discharge)! "I request that the order of the court be released to me immediately."

18. This is not a question, it is a request. You do not move the court because doing so is asking for a benefit. By making the request, you are in essence saying, "If there is no firsthand witness or claimant present, on what are you operating? Give me your marching orders." You are demanding to see the order of the court.

19. When you say/ask/request these three things you create a small claims court. A small claims court has different rules and procedures than a commercial admiralty/equity court. In a small claims court there are no Titles of Nobility; attorneys cannot be present.

20. The parties themselves state the claims in small claims court, so we will know who has a claim and who does not.

21. If there are no claims then there is a default to investigate.

22. This Three Questions process also constitutes an inquest hearing on a 'show cause.' You are doing a coroner's inquest or a probate into the matter of any claims against you. In this inquest, only those who have firsthand information concerning the claims may testify.

23. If you are conducting a public inquest into the matter concerning any claims that may be brought against you, and no claims are brought, the matter is concluded, the public inquest is over and you are out of there. 24. Now, there are some variations that can happen with this. The judge or the prosecutor might say, "The State/Province/Department of _____ has a claim against you." No, they do not. They may have charges (i.e., what they call "charges" but which are actually only a presumption of charges, i.e., color of charges, since there is no assessment), but not a claim. Charges are not claims.

25. Some judges get cute, saying things like, "My name is judge so and so." Well, that's a fiction. That designation does not pertain to a real party, and is not a name that can be entered in the "commercial register." "Judge So and So" is an unregistered fiction, i.e., doing business under an unauthorized and unregistered name.

26. At that stage of the game, you should alter your questions somewhat. 27. **"Is there anyone present to press the claim against me in any alleged name other than his own?"**

28. If the prosecutor wants to stand up and press that claim (of which there is miniscule chance), then you demand that he be sworn in to testify under oath as to the damages creating and validating the claim concerning which he is testifying. Now you have your inquest.

29. He is not going to swear in²⁴, so you say, **"There being no claimants who have sworn in under penalty of perjury today with a firsthand damage claim, it would appear as though there is no more public business concerning me. I am withdrawing."** There is no credible witness, and therefore no admissible evidence. No one will swear with responsibility and firsthand knowledge that there is a claim because it does not exist. Even if they have evidence, it is rendered hearsay and presumption for want of any credible witness to substantiate the validity of the evidence. Prosecutors are attorneys, and no attorney is a credible witness who can testify under oath on the witness stand that the evidence he places on the record is valid.

24 Attorney's statements are arguments, not evidence. That is a double fault, since such behavior is both dishonor and presumption. To be evidence, whatever documents are filed would have to be substantiated as valid and verifiable by testimony under oath. No attorney can do this, i.e., take the witness stand and swear in, because he is not speaking for/as himself, with firsthand knowledge and defined commercial responsibility. He represents, i.e., "re-presents," by derivative re-invention, what he has been told (hearsay) or thinks would be expedient to say (fiction).

30. Don't allow the Judge to hoodwink you into allegiance.

31. Do not follow the orders of the judge or the judge becomes the head and you become the tail.

32. It is either the judge's private business that's going to go on in there, which is the business of the corporate state, or your private rights under public law.

33. **If you traverse into his business you abandon your claim.** Don't traverse, make requests instead. Avoid even the appearance of dishonor. Politely requesting, rather than engaging in behavior that might be interpreted as confrontational, can work wonders.

34. What is an "order"? Public people are acting under the premise of legislative jurisdiction. They MUST have delegation orders that give them authority to do what they are doing. Once you have gone through the first 3 questions: The name, the claim, know anyone who has a claim, if there is no response, then nobody has come forward with a claim against the one asking the questions, i.e., you. In such case there is no cause of action and your adversary has "failed to state a claim upon which relief can be granted."

35. Where would an order of the court come from? The order would have to come from the Secretary of the Treasury, because he is liable for all the books and is the one that appraised the security instrument. So, if they don't have an order going back to the Secretary of the Treasury, they don't have any authority to collect the debt. Remember the universal operating premise on which the legal system functions: Unrebutted presumptions rule.

36. When they issue a citation, complaint, information, or indictment, somebody has already established a commercial value on that instrument. Although there might be a set of papers in the administrative process, like the court documents, we know (and reason, logic, and common sense tell us) that there is a set of commercial (banking) documents and accounts paralleling the legal. Commerce is more fundamental than law. Commerce can function without the legal system, but not vice versa. Law is a subset and derivative of commerce. There is an equivalent commercial world and universe in bookkeeping that parallels and underlies the legal judicial bookkeeping.

37. If an indictment is issued, such as on tax evasion, there must be an appraisal that says that the appraised value of this indictment is \$100,000.00.

38. So, in the Treasury, whenever an indictment goes out it claims an asset by way of the security instrument in the sum certain amount of \$100,000.00. Then there is a corresponding side to the ledger sheet which is an accounts receivable of \$100,000.00 to back up the asset. Is this not DOUBLE ENTRY BOOKKEEPING?

39. If you don't address the commercial aspects of the citation, complaint, information, or indictment, then they have an asset on their books that remains. If it is not adjudicated they have an accounts receivable that is aging.

40. If you dishonor the asset—the indictment—then, their books are out of whack because a dispute exists as to the asset, and the accounts receivable of \$100,000.00 that they are looking for remains uncollected.

41. If the prosecutors have no order from the Secretary of the Treasury to collect the alleged debt against the Defendant in the case, they are acting as rogue agents. Obviously the order is an item that one could subpoena the prosecutors to produce by subpoena duces tecum.

42. Remember, you (i.e., your strawman) are there in your "public capacity." Under public international law, private rights are recognized, authorizing you, as the living principal appearing as authorized representative and attorney in fact for your client (your strawman). The real you can be damaged by the proceedings, and, in addition, you have a pre-existing claim against the debtor, the alleged Defendant (your strawman), such as is noticed by your UCC Financing Statements. But as soon as you engage in a co-business venture in their private business (by traversing, dishonoring, or

not accepting for value, posting bond, and discharging the charges), you are in their court in a business contract.

43. By requesting that the order of the court be released to you immediately, you are demanding that if you are there on public business involving you, then you want to know who is behind the claim. That request constitutes a public verbal demand for a Bill of Particulars! This removes any assumptions/presumptions around the agreement in question. You are trying to determine the nature and cause of the claim—what it is and who made it.

44. If you receive no response from anyone you are entitled to make the following statement, "It would appear as though I have completed my public business here today. There being no further public business to carry on, I'm withdrawing." Now you're giving your equitable notice to the parties present. You turn and walk out. If anyone tries to stop you, start the Three Question process all over again with him.

45. You don't care what the judge says, you just go on, and you just go through the routine and direct it at him. Usually they will give their name to start with. Anybody who addresses anything in there is doing so in your court if you have not traversed, not dishonored, and have posted a bond. By bonding the action through your exemption you discharge the charges and end the controversy on the private side, thereby owning the transaction and the court. They are now your employees and, without any reality on the private side to reflect, the public side is left in an untenable position. If, however, you start acknowledging any of their procedures in there, then they are going to assume you are in their court and not yours. They want you to recognize, i.e., make the legal determination concerning the identity of, the accuser, either by body language, testimony, or otherwise so you become a witness against yourself. If you accuse yourself, no one else is required to do so.

Further considerations on all of this are set forth as follows:

1. "Circuit courts" are geared to track the circuitry of the human body or the human mind, which determines, structures, and operates the circuitry through which the current (currency) flows.
2. A direct examination is examining the "conscious mind"; a cross-examination examines the "subconscious mind."
3. Your subconscious mind is totally innocent of everything. It believes everything your conscious mind tells it. That is why people have to stay in "good standing" with their own consciences. What they are trying to get you to do is to alter the agreement between your "conscious" mind and your "subconscious" mind. When that happens, your immune system breaks down. You must be totally honest to keep your immune system together.
4. When we press them for this kind of testimony concerning their affairs they back away. We continue to the point that they must compromise their conscience when we bring the fact of the matter to them.
5. The "law" knows only two types of persons; "employees" and "employers" as identified by the "Tax Identification Number (S.I.N./S.S.N.)."
6. The "employer" is the Preferred Stockholder, while the "employee" is the Common Stockholder, of the "Corporate Government" (bankrupt US Inc.).
7. The Preferred Stockholder has this position via the "Birth Certificate."
8. The Preferred Stockholder holds both the "debit" and the "credit" side of the account.

9. A "traffic ticket," for instance, represents "common stock."

10. What the Judge is doing here is attempting to get you to agree with the operational assumptions, such as agreeing to be the collateral on whatever the charge is, i.e. Ticket, Non-Filing, etc., thereby stipulating that the charge is valid.

11. When you tender currency, which is the "public exchange," you do not pay any debt. You cannot reduce a negative (public charge) with another negative (public money).

12. If you are faced with a fine involving a serious criminal charge, and you pay with "public money," it is a bribe.

13. When you request that the court release the order to you, what you are asking them to give you the "common stock." Release the stock ("order of the court") to me immediately.

14. The "order" represents the One World Order, for one thing. It is also a "money order," or possibly a "work order."

15. Whoever has presented the "charge(s)" is the one with the "claim"; the one with the claim is the payee.

16. When you accept the account for value, they must bring the amount into existence from your private account, at which point they have a "tax obligation" on their hands.

17. When you accept the property for value, they are the payees because they are in possession. We're saying, "I accept that claim," because they are holding a "lien" on the "claim," and they have it in their possession, so they are the payees in fact. The payee in fact has to answer to the Internal Revenue for the funds.

18. Accepting a charging instrument for value means that you accept the claim. I accept the claim, and I am the taxpayer in fact, because I allow them to pass through "my account" to discharge the charges.

19. They have to release the order of the court to you. They have to release the "claim," i.e., the money, the account. The account, however, is already prepaid, because you are the principle. They obtained the money from you in the first place, since where that is where all the currency in circulation today derives from. You already paid the claim, and you are asking them to release the claim that you have already paid.

20. So what you do is interrogate the witness. You ask the three magic questions and don't go beyond that.

21. When you are interrogating a judge you don't care what he says because anything he says can and will be used against him. He is testifying, not you! That is the essence of taking testimony because when you enter it into their courts the situation inverts. The Miranda warning says "anything you say can and will be used against you." It does not say "might."

The jurisdiction of courts today is international. All commerce occurs in international admiralty/maritime. That means that you and I, as the owners of the account, do not do any of the work. We are the sovereigns, so our employees (public officials) do the work. When there is a credit and a debit, we have two employees involved: one state and one federal. These employees handle the matching funds.

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Part V - Court Bond

Just recently, long after the writing of this article commenced, we were provided with the text of, and explanation about, a single-page document (on standard court-pleading format, so that it looks like a normal court brief) that has allegedly had dramatic success when used. The bond, i.e., "Court Bond," (revised by several people from the original version), plus the explanation we received concerning the instrument (essentially intact as we received it), accompany this article.

The Court Bond is not a pleading or motion needing determination from the court. It is not an argument, opinion, or point of law, nor is it a negotiation. It is just a bond! Who could object? **The Court Bond is a *special* bond as described in Rule E of the Supplemental Admiralty Rules in the Federal Rules of Civil Procedure in 28 USC. Admiralty is the only place mentioned in the rules where bonds apply. A bond seems to be appropriate only on an admiralty proceeding. This includes bail bonds, general bonds, special bonds, etc. Anything that has bonding involved is admiralty or some degree of admiralty.** Since all commerce is international, and international commerce exists in admiralty/maritime jurisdiction, and every legal matter is commercial, **in any court case in which you are involved, always put in a bond.**

Since the bond you file becomes a permanent part of the record, if anyone tries to remove the filed bond, you have a file-stamped copy that substantiates the filing.

Since the public side is a reflection in a mirror of content in the private side, if there is no private side/ledger, there can be no public side/ledger. Without any reality, a mirror has nothing to reflect. The books/ledgers must balance—public and private.

Filing the bond removes you from the controversy. You cannot be required to pay any claim for losses or costs because you have covered any and all of them by providing a bond backed by your exemption, which is unlimited. You have covered every outcome by your good-faith effort. A court exists to resolve disputes, which requires adverse parties. The bond removes you from the arena by ending the controversy and discharging any obligation there might be via the bond, whether or not there is any assessment in fact.

Strategically, it might be wise to file your bond at the last minute, just before going to court, to foreclose them from sufficient time to study it and brainstorm on how they can get around it. Use of a notary and autographed stamp renders dishonoring the bond considerably more difficult. So does sending a copy to the court administrator, mayor of the municipality, the municipality risk management department, and perhaps even the Army Corps of Engineers.

The judge is holding the original books, which is OK with us. Let him own the account and make the adjustments. Then he is responsible. Since the judge is not going to go to jail, if anyone has to take the fall for the charges it must be the attorneys.

All admiralty courts require posting a bond to initiate a cause of action. A case commences and is bonded when the prosecuting attorney files the complaint. The complaint is the bond, and is signed by the prosecuting attorneys. It is a firm offer, an original issue, offered to the clerk, who buys the contract. That is the original money, which is brought under the Bar Numbers of the filing attorneys (prosecutors). The clerk buys it because of the attorneys' guarantee that they will produce someone to pay the fines and go to jail. The clerk takes the complaint to the court, which is the bank, and issues a voucher. The voucher is a security. The commercial bank credits the court's account in the commercial bank and then monetizes the voucher by sending it to Freddie Mac or Fanny Mae, making the instrument an insured government security.

We believe that this process creates the public funds by the charges made against the strawman, for which the real being ends up paying as the surety if the presumption that the

real you may be treated as, and is therefore liable for the obligation of, the strawman/Defendant, is not eliminated from the equation. We further think that these public funds are credited (possibly by going through the commercial bank's TT&L account) to the customer's (i.e., the court's) account. In other words, when your strawman is charged as a Defendant in an action, it appears that what happens is that the public funds are created by using your exemption to create the public money that covers the check the commercial bank writes to deposit in the court's account.

Let's say you, i.e., your strawman, are indicted. You go to court, you get an attorney, you go through a trial, and the jury finds your strawman guilty. At the sentencing hearing, the judge says openly, as if addressing no one in particular, "Will the defendant please rise." The terms "Defendant," and "the defendant" are different. Until sentencing, all attorneys, officials, judges, etc., have been engaged in prosecuting your all-caps name strawman/Defendant, not you. At sentencing, in order to procure enforcement of the judgment, you must provide the legal determination that the real you and the fictitious you are contractually united—married. Then you go along for the ride concerning anything the system wants to do to your strawman, such as fining or imprisoning you, or both.

The term designated as "the defendant" is not identified in a case until either someone pleads guilty or pays a fine and goes to prison. In court paperwork the one accused or indicted is designated as "Defendant." The real you is simply a being/body waiting to be placed into the slot of "the defendant," who must pay with dollars and incarceration time for the alleged crime, after the strawman/Defendant has been found guilty. Anyone who makes an appearance in the case (every attorney) could also fall into the category "the defendant" or "the plaintiff," including any "Defendant" or "Plaintiff" named or identified. This dance is a dynamic scam that can change at any time during the proceedings, including long after you have been convicted, sentenced, and incarcerated.

Maxims of law that pertain to this include:

Once a fraud, always a fraud. 13 Vin. Abr. 530.□

Things invalid from the beginning cannot be made valid by subsequent act.□ Trayner, Max. 482.

A thing void in the beginning does not become valid by lapse of time. 1 S.□ & R. 58.

Time cannot render valid an act void in its origin. Dig. 50, 17, 29; Broom,□ Max. 178.

Because both the private and public set of books are involved, what gets sent to prison is an amalgamation: JOHN DOE SMITH/Body/John Doe Smith. The interesting thing is that at the time you go into prison, and your body is admitted, your all-caps name is placed on the ID tag. When you receive a discharge from the Department of Corrections the paperwork issued has your name in proper English, upper- and lower-case letters. Why? Speculation is that any time up to and including discharge you could be freed for some other reason than serving your time, such as on appeal, habeas corpus, the real criminal having been discovered, etc. In other words, the contract formed by the union/marriage of the strawman, private name, and body is not fulfilled until the terms and conditions of the bond filed by the attorney in the form of a complaint are fulfilled. The case was bonded "on the come" by the attorney's guarantee (by staking his bar/bonding number) that a Defendant would pay the penalty in fines and/or incarceration to cover the bond, thereby getting the attorney off the hook.

To use the automobile situation as an example, when you purchase a new car, one of the documents in the "9-Pack" is one the dealership glosses over and does not elaborate on. Most people are so busy signing their name on all the paperwork that they don't questions everything anyway. What this document does is gift title of the automobile to the State (Department of Motor Vehicles), to whom the Manufacturer's Certificate of Origin (MCO) is sent. The MCO is title, i.e., equitable (substance) title. You, as the user, have "legal title," meaning they get the elevator (substance) and you get the shaft (legal liability). You receive a "pink slip"

at the end of your payments, which is a "certificate of title." A certificate of title is not title; it is simply a document stating that title exists somewhere.

So if the gendarmes give you a ticket and impound your car, it is incarcerated until you have paid the ransom to get it out.

In the case of a conviction/prison situation, you (body/car) are impounded, sitting in jail under control of the jailer (user, your strawman) on the basis of a charge by a prosecutor (owner, i.e., State) having made a complaint (citation, bonded by his bar number). It matters not what the complaint is as it is all a smokescreen and misdirection to divert attention away from what is really going on. They have put your name on an account and are using your body during the time of their impounding your body (in accordance with the terms of the bond/complaint filed by the prosecuting attorneys). Suddenly, you ask them for the bond that was posted that allows them to do this. No reply! Hmmm!!!

It appears that the private books, dealing with body/John Doe Smith, are held privately in the office of the trial judge, which is where the commercial action of record happens. No one goes to jail or pays a fine in any case unless and until the private accounting books are in conformance with the public record. In other words, there is a credit/debit accounting cross on the private side and an equivalent (mirror image) of that cross on the public side. If you end and own the matter on the private side by using your exemption to discharge the obligation, the private books have been balanced, both asset and liability sides have been filled in, and discharge (and therefore termination of controversy) has occurred.

As a result of filing the Court Bond, your proper English name must be removed from their title. They can no longer use your private name because you have posted the Court Bond for record and paid for everything with your private exemption. This discharges the obligation (charge/imbalance) on the private side ends the controversy and fulfills the obligation on the private side, thereby ending the possibility for any public dispute resolution to occur. When there is nothing on the private books for the public side to mirror, and the private side establishes your ownership of the matter, the illusory public side is left hanging out to dry. By discharging the matter on the private side by use of your exemption, you not only end the dispute and become owner of the transaction, but owner of any court in which the matter may remain for resolution of the non-existent claim.

Consequences and ramifications of the foregoing include the following:

1. By the private man posting a bond, through his private exemption, into the public record with the clerk, a separation has occurred between the version criminally charged (ALL CAPS) and the version they want to put on the books in the back office, which is upper- and lower-case (private) name. If the private version is not available then they can't take the body because the account is no longer whole. You can't put half a body in jail. They need your ALL-CAPS name in the public record, and your lower-case name on their private books held by the judge, in order to make the accounting whole and take your body. The bond made with your lower-case name and placed into the public record with the clerk splits the account into two disjointed halves. By losing one side of the account they lose both. They cannot admit "JOHN DOE SMITH/body" to jail if there is no longer any "body/John Doe Smith" to discharge at the end of the sentence.
2. Since the imbalance still remains on the un-discharged public side that must be discharged, the attorney no longer has a Defendant/body to fulfill the terms of the bond filed in the form of the original complaint. The result is that within seventy-two (72) hours they must either dismiss the case, find another Defendant/body to satisfy the pledge in the attorney's on-the-coming bond, or the attorney(s) who filed the complaint must be held liable.

The history of the use of this bond thus far appears to be that all incarcerated users were released. Not all of them, however, remained free. It seems that the ones who stayed out permanently were those who had filed documents (such as a UCC Financing Statement, Employer Identification—with jurat, if possible—and other documents that clarify that the real

being and the strawman are two different things and that the real being is the "living principal" who autographs instruments and operates in capacity of being the authorized representative, attorney in fact, and secured party for the strawman. Those who did not put in any paperwork that states and declares this were re-incarcerated after a few weeks, since they never rebutted the rebuttable presumption (which is where the power is) that the real being is united and amalgamated with the strawman (presumed to be the property of the system), so that whatever the system wants to do with its property (the strawman) gets enforced on the real being.

Also of supreme importance is not giving one's name in court when asked, and not saying "yes" in any form when the judge asks "Are you so-and-so?" to act as discussed herein-above.

Further, whenever possible have your documents notarized with the acknowledgment/jurat. Although the notary text is labeled "acknowledgment," which is it, since the text contains the words "subscribed and sworn," it is also a jurat. Notarial acknowledgment is mandatory admissibility in court, and a jurat is an oath, the strongest use of a notary, and is regarded as an apostille. The fact that the text contains the use of your name three (3) times, and that your name as set forth, i.e., [Name]©®TM[Birth Year], is intended as referring to the real you as living principal operating in the matter as the authorized representative and attorney in fact for your strawman, is express, witnessed notice of your standing. One should put several variations in the spelling of the strawman, i.e. "JOHN HENRY DOE," the all-caps name of the Defendant, and "DOE, JOHN HENRY." The latter is the military designation of the strawman's name, and all legal/commercial matters today are military and function under military accounting (as per the military accounting manual, ER 37210).

Lastly, always (if at all possible) put a postage stamp (two-cent stamps in US are fine) on the lower right-hand corner on the back of every page in any document you file into court. Autograph (sign your full name in longhand) diagonally across the stamp in purple (royalty) or blue (source of the bond) ink. Also, if you have had your bullet stamp made, stamp it (gold ink) on the upper left hand part of the postage stamp in addition to inscribing your autograph by hand. This escalates the seriousness of your instrument by making you the postmaster of the transaction and placing the matter under the UPU, a jurisdiction in international law formed by treaty that is higher than, and untouchable by, the courts. It provides you with what might well be an insurmountable position vis-à-vis those in the system acting against you, notwithstanding any other considerations. By use of the postage stamps in this manner you are posting your document to them through the mail, making you an official mail carrier delivering your document. They cannot interfere or tamper with the mail or the carrier thereof (you)!!!

It is our understanding that the reason a court has seventy-two (72) hours to deal with the Court Bond from the time it is filed is the requirement to adjust the books on the international stock/bond exchange within that time frame. What has occurred in actual cases seems to confirm this, since people who filed the Court Bond have been brought into court the following morning, if not sooner. Their time frame within which they can act to take themselves off the hook is very short.

See [JAILS, PRISONS, BONDS](#)

[Part VI—Postal Power](#)

[Presentments Index](#)

Part VI - Postal Power

The UPU (Universal Postal Union) in Berne, Switzerland, is an extremely significant organization in today's world. It is formulated by treaty. No nation can be recognized as a nation without being in international admiralty in order to have a forum common to all nations for engaging in commerce and

resolving disputes. **That is why the USA under the Articles of Confederation could not be recognized as a country.** Every state (colony) was sovereign, with its own common law, which foreclosed other countries from interacting with the USA as a nation in international commerce. Today, international admiralty is the private jurisdiction of the IMF, *et al.*, the creditor in the bankruptcy of essentially every government on Earth.

The UPU operates under the authority of treaties with every country in the world. It is, as it were, the overlord or overseer over the common interaction of all countries in international commerce. Every nation has a postal system, and also has reciprocal banking and commercial relationships, whereby all are within and under the UPU. The UPU is the number one military (international admiralty is also military) contract mover on the planet.

For this reason one should send all important legal and commercial documents through the post office rather than private carriers, which are firewalls. We want direct access to the authority—and corresponding availability of remedy and recourse—of the UPU. For instance, if you post through the US Post Office and the US Postmaster does not provide you with the remedy you request within twenty-one (21) days, you can take the matter to the UPU.

Involving the authority of the UPU is automatically invoked by the use of postage stamps. **Utilization of stamps includes putting stamps on any documents** (for clout purposes, not mailing) we wish to introduce into the system. As long as you use a stamp (of any kind) you are in the game. If you have time, resources, and the luxury of dealing with something well before expiration of a given time frame, you can use stamps that you consider ideal. The most preferable stamps are ones that are both large and contain the most colors. In an emergency situation, or simply if economy is a consideration, any stamp will do. Using a postage stamp and autograph on it makes you the postmaster for that contract.

Whenever you put a stamp on a document, inscribe your full name over the stamp at an angle. The color ink you use for this is a function of what color will show up best against the colors in the stamp. Ideal colors for doing this are purple (royalty), blue (origin of the bond), and gold (king's edict). Avoid red at all cost. Obviously, if you have a dark, multi-colored stamp you do not want to use purple or blue ink, since your autograph on it would not stand out as well if you used lighter color ink. Ideally one could decide on the best color for his autograph and then obtain stamps that best suit one's criteria and taste. Although a dollar stamp is best, it is a luxury unless one is well off financially. Otherwise, reserve the use of dollar stamps for crucial instruments, such as travel documents. The rationale for using two-cent stamps is that in the 19th Century the official postage rate for the *de jure* Post Office of the United States of America was fixed at two (2) cents. For stamps to carry on one's person for any kind of unexpected encounter or emergency use, this denomination might be ideal.

Use stamps on important documents, such as a check, travel documents, paperwork you put in court, etc. Where to put the stamp and how many stamps to use depend on the document. On foundational documents and checks, for instance, **put a stamp on the right hand corner of the instrument, both on the front and on the back.** The bottom right hand corner of the face of a check, note, or bill of exchange signifies the liability. Furthermore, the bottom right hand corner of the reverse of the document is the final position on the page, so no one can endorse anything (using a restricted endorsement or otherwise) after that. **You want to have the last word.** If you have only one stamp, put it where you are expected to sign and autograph over it cross-wise. In the case of a **traffic ticket**, for instance, put a stamp on the lower right hand corner where you are supposed to sign and autograph across the stamp at an angle.

Autographing a stamp not only establishes you as the postmaster of the contract but constitutes a cross-claim. Using the stamp process on documents presents your adversaries with a problem **because their jurisdiction is subordinate to that of the UPU, which you have now invoked for your benefit.** The result in practice of doing this is that whenever those who know what you are doing are recipients of your documents with autographed stamps **they back off. If they do not, take the matter to the US Postmaster to deal with.** If he will not provide you with your remedy, take the matter to the UPU for them to clean up.

The countries whose stamps would be most effective to use are China, Japan, United States, and Great Britain. Utilizing these countries covers both East and West. However, since the US seems to be the point man in implementing the New World Order, one might most advisably use US stamps.

If you put stamps on documents you submit into **court, put a stamp on the back of each page, at the bottom right hand corner.** Do not place any stamps on the front of court paperwork since doing so alarms the clerk. By placing your autographed stamp on the reverse right hand corner you prevent

being damaged by one of the tricks of judges these days. A judge might have your paperwork on his bench, but turned over so only the back side, which is ordinarily blank on every page, is visible. Then if you ask about your paperwork he might say something like, "Yes, I have your paperwork in front of me but I don't find anything." He can't see anything on the blank side of a page. If you place an autographed stamp on the lower right hand corner you foreclose a judge from engaging in this trick.

In addition, when it comes to court documents, one side is criminal and the other is civil. Using the autographed stamp that you rubber-stamp with your seal (bullet stamp) on the back side of your court documents is evidence that you possess the cancelled obligation on the civil side. **Since there can be no assessment for criminal charges, and you show that you are the holder of the civil assessment, there is no way out for the court.**

Also, in any court document you put in, handwrite your EIN number [SS# w.o. dashes] in gold on the top right corner of every page, with the autographed stamp on the back side.

Use of a notary combined with the postage stamp (and sometime Embassy stamps) gives you a priority mechanism. Everything is commerce, and all commerce is contract. **The master of the contract is the post office, and the UPU is the supreme overlord of the commerce, banking, and postal systems of the world.** Use of these stamps in this manner gets the attention of those in the system to whom you provide your paperwork. It makes you the master of that post office. Use of the stamp is especially important when dealing with the major players, such as the FBI, CIA, Secret Service, Treasury, etc. They understand the significance of what you are doing. Many times they hand documents back to someone using this approach and say, "Have a good day, sir." They don't want any untoward repercussions coming back on them.

If anyone asks you why you are doing what you are doing, suggest that they consult their legal counsel for the significance. It is not your job to explain the law, nor explain such things as your exemption or Setoff Account. The system hangs us by our own words. We have to give them the evidence, information, contacts, and legal determinations they require to convict us. The wise words of Calvin Coolidge, the most taciturn president in US history, are apt. When asked why he spoke so little, he replied, "I have never been hurt by anything I didn't say."

The bottom line is that whenever you need to sign any legal/commercial document, put a stamp (even a one (1) cent stamp) over where you sign and sign at an angle across it. Let the recipient deal with the significance and consequences of your actions. **If you are in a court case, or at any stage of a proceeding (such as an indictment, summons, complaint, or any other hostile encounter with the system), immediately do the following:**

1. Make a color copy of whatever documents you receive, or scan them in color into your computer;
2. Stamp the original of the first page of every document with the ARFV stamp, put a postage stamp in the signature space, and autograph across it at an angle with your full name, using purple or blue ink, handwritten with upper- and lower-case, with your gold-ink bullet stamp (seal) on the upper left-hand portion of the postage stamp;

Make a color copy of the stamped, autographed pages and/or scan into your computer;

3. Put a stamp on the lower right-hand-corner of the back of every page and bullet-stamp and autograph it;
4. Have a notary send each document back to the sender, with a notarial certificate of service, with or without an accompanying/supporting affidavit by you;
5. If you have an affidavit, put an autographed stamp on the upper right hand corner of the first page and the lower right hand corner of the back of every page.

People who have engaged in this process report that when any knowledgeable judge, attorney, or official sees this, matters change dramatically. All of these personages know what mail fraud is. Since autographing the stamp makes you the postmaster of the contract, anyone who interferes is tampering with the mail and engaging in mail fraud. You can then subpoena the postmaster (either of the post office from which the letter was mailed, or the US Postmaster General, or both), and have them explain what the rules are, under deposition or testimony on the witness stand in open court.

In addition, most of the time when you get official communication it has a red-meter postage mark on the envelope rather than a cancelled stamp. This act is mail fraud. If the envelope has a red-meter postage mark on it, they are the ones who have engaged in mail fraud, because there is no cancelled

stamp. It is the cancelled stamp that has the power; an un-cancelled stamp has nothing. A red-meter postage mark is an uncancelled stamp. If it is not cancelled, it is not paid. One researcher has scanned everything into his computer, and has more red-meter postage marks than he "can shake a stick at." Officials sending things out by cancelled stamp is a rarity—perhaps at most 2%.

With the red-metered postage you can trace each communication back to the PO from which it was sent, so you can get the postmaster for that PO, as well as the postmaster general for the US, to investigate the mail fraud involved. It is reasonable to conclude that canceling a stamp both registers the matter and forms a contract between the party that cancels the stamp and the UPU. Using a stamp for postage without canceling it is prima facie evidence that the postmaster of the local PO is committing mail fraud by taking a customer's money and not providing the paid-for service and providing you with the power of a cancelled stamp, **as required under the provisions of the UPU.** When you place an autographed stamp on a document you place that document and the contract underlying it under international law and treaty, with which the courts have no jurisdiction to deal. The system cannot deal with the real you, the living principle (as evidenced and witnessed by jurat). Nor can officials, attorneys, judges, *et al.*, go against the UPU, international law, and treaty. In addition, they have no authority/jurisdiction to impair a contract between you (as the living principal) and the UPU (overseer of all world commerce).

You cancelled the stamp by sealing it and autographing across it. You did so in capacity of being the living principal, as acknowledged by your seal and the Jurat on your documents.

If you are in a court case, bring in your red-metered envelopes in court and request the judge to direct the prosecutor to explain the red-meter postage stamp. Then watch their jaws drop. Doing this is especially potent if you also have asked the prosecutor to provide his bar number, since most attorneys in court—especially in US—are not qualified. **An attorney in federal court had better have a six-digit bar card or he committed a felony just by walking in and giving his name.**

Lastly, if you are charged with mail fraud, subpoena the prosecutor(s) to bring in the evidence on which mail fraud is being alleged, as well as the originals of all envelopes used for mailing any item connected with the case. **Then the mail fraud involved was committed by the postmaster of the PO in which the envelope was stamped.**

[Part VII—Esoteric knowledge](#)

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<http://www.wealth4freedom.com/law/Presentments-I.htm>

Part VII - Esoteric knowledge

As is common knowledge, the "world system," i.e., the system by which the world is governed, is the product of millennia of development and use. This system functions on the basis of an integrated utilization of four (4) of the major cons that have successfully exploited mankind throughout history. These four (4) major cons are:

1. The science/technology con, whereby a scientific priesthood attains power and essentially a monopolistic position to dictate what the laws of physics, chemistry, etc., are. Some of the consequences of this phenomenon include foreclosing exploration of deeper, more powerful, and more universal knowledge, as well as alternative "outside-the-box" ways of looking at things, and, most importantly, fostering external dependency at the expense of people's realizing their own true nature and actualizing its potential. One who is awake and empowered cannot be exploited. The esoteric heart of the con is that all of the technological development and manipulation that occurs in the realm of science, including the design, engineering, and manufacture of all industrial products involving scientific knowledge (essentially everything produced today), are accomplished by projecting into the outer world things that we, as spiritual beings, are inwardly capable of knowing, being, and doing in, by, and through ourselves. Examples

of this are various yogis and masters who possess such “supernatural,” or at least extraordinary, powers (“siddhis,” in Sanskrit) as invisibility, transporting one’s body anywhere instantly at the speed of thought, being multiple places at the same time, etc.

2. The religious con, in which the doctrine and dogma of some religion are promulgated as truth (perhaps the best, or at least most important, truth), and if you want to get to God you must go through that religion’s priesthood and live your life in accordance with the teachings of the religion. Fostering fear, such as by invoking “hell” and the “devil,” is often a part of the control mechanism utilized.

3. The law/government con, consisting of instilling as deeply, securely, pervasively, and unquestioningly as possible the belief that man must have governments, i.e., that some people must be governed by other people. It could be considered a remarkable phenomenon that people who are otherwise incredibly intelligent and discerning never think about questioning this premise, living their lives without ever addressing such a seminal idea. As Socrates purportedly said, “The unexamined life is not worth living.” Ideas govern man’s life, whether or not those ideas are consciously held, and, in the words of Spinoza, “Nature abhors a vacuum.” Something will control one’s life. If one does not analyze the ideas that govern his thinking and acting, his life will be controlled by random ideas and ideas deliberately instilled in him by others.

The operational consequences of this con are that the overwhelming percentage of mankind implicitly and unthinkingly believes, as if it were an unshakeable aspect of existence itself, that man must have human governments. One may openly question and analyze what kind of government might be best, but if one questions the implicit premise of the necessity and propriety of the existence of government in the first place, all hell breaks loose. Such a doubter is instantly ridiculed and derided (powerful weapons), and labeled (another powerful weapon) as an “anarchist,” or “anti-social,” or “a rebel,” or other such opprobrium, as if that resolved the matter and eliminated the need to evaluate the ideas of someone espousing so radical (meaning “of or from the roots”) a concept.

This unshakeable and unassailable premise of the necessity of governments is immediately rendered questionable by pondering a few elementary considerations: “What does ‘governing’ mean?” “Does man, with the sublime attribute of free will, exist to be ruled by other men?” “If so, which men are supposed to rule what other men? i.e., Who should govern whom?” “Am I to govern you or are you to govern me?” “Who decides who governs whom?” “What source of authority authorizes structuring society on the premise that some men must rule others?” “Who is to be entitled to act in what manner to dominate what areas of what other people’s lives?” “What are the mechanics that should be used for governing?” Etc., etc., etc.

The problem with governments, when thought about clearly and with an open mind, is that the institution itself is hopelessly, irredeemably, and fatally flawed and cannot be rendered sound and legitimate by any variations in the institution whatsoever. These flaws are: 1) Absence of valid ethical authority for one free-will being to dominate the life of another free-will being, whom he did not create, cannot fathom, does not own, and who is innately possessed of the inherent right/responsibility to live his own life; 2) Absence of adequate knowledge, i.e., no one is omniscient, and everyone has his hands full in ascertaining how best to live and fulfill his own life without meddling in the lives of others—especially masses of people—whom he cannot comprehend, and has neither the right, nor the ability, to try to impose such knowledge even if he knew it; 3) No effective mechanics, since the only operational tool of power available to governments is endless applications of deadly physical force, i.e., legalized violence, which needless to say does not enlighten and uplift people, transform their inner natures so that the deficiencies that created the alleged problems (who defines anything as a “problem,” and why?) simply are not there, or even bring about existential rectitude (true justice).

As a result of this fundamental premise being rendered operational by those who would rule others, the history of man on this planet is the monotonously endless replay of the

same dreary earth dramas: civilizations form, grow and expand, reach a zenith, and then decline, disintegrate, and disappear—either suddenly and violently or gradually. As Lao-tzu observed concerning this foregone inevitability, “Most people who miss after almost winning should have known the end from the beginning.”

4. The last, and in many ways the most important, con is the money (paper-money banking swindle) con, consisting of exchanging symbols of wealth (e.g., pieces of paper that cost the issuer nothing) for real wealth (i.e., people’s labor, property, freedom, and rights, which cost the people their life force and freedom to fulfill their destinies). When one has achieved a monopoly on the implementation of this con (as exists today), one is essentially at the pinnacle of the attainment of the objective of all cons, since mastery of this con enables purchasing all the other cons.

The knowledge of these cons and how to effectuate them has been transmitted through the ages through various “secret societies,” i.e., groups of people who not only learn the knowledge and feel justified in using it for their own advantage vis-à-vis the “masses,” but function in a manner that seeks to foreclose the general populace from knowing and implementing the knowledge.

Today, in accordance with the inherent operational nature of life that “Truth will out,” more and more esoteric knowledge and the use thereof is being revealed. One reason for this is that “mankind will not be reasoned out of the feelings of humanity,” and one of the profoundest feelings of humanity is for freedom and knowledge of the truth.

The main reason for this mini-discourse on the four (4) cons is that those who have structured, transmitted, and continue to perpetrate the cons for their own self-aggrandizement vis-à-vis others have sought to anchor their system in aspects of understandings of existence that they consider the most profound, accurate, and powerful possible. The result is that law and commerce function in accordance with esoteric knowledge that has been sought and pondered by innumerable people throughout history, such as Confucius, Pythagoras, Euclid, DaVinci, etc., and has been implemented by countless other people in power over extended periods of time. The result is that law and commerce are structured to function on a number of universal things that most people do not know anything about. Chief among these is how to create and sustain power and magic through use of language, symbols, colors, and codes.

Based on the foregoing, findings of a number of intelligent and tenacious researchers are now emerging. Such knowledge includes ever-increasing understanding of the significance and use of numerology, the colors used for the paper that are intended as being sent where and accomplishing what results, the substances of which the paper is made, the colors used in printing particular texts, the dimensions of the paper, etc.

In order to achieve the successful results we all desire when dealing with/in the system we must actualize this deeper knowledge, which is not only vast and extensive, but only partially known because finding and understanding it is an on-going process. By way of providing examples of the applied esoteric knowledge of which we speak we cite the following:

1. The color of the paper used in particular documents, or duplicates of documents, is a function of where the documents are to be sent and what they are supposed to accomplish. These colors are white, blue, yellow, goldenrod, pink, green, and violet.
2. A different weight of paper (20 lb., 40 lb., etc.) is appropriate for different documents.
3. The content of the paper is important, such as whether the paper should be made of cotton, linen, hemp, a mixture of linen and hemp, and whether the paper should have such things as threads of gold and silver interwoven into it.
4. The dimensions of the paper are also important, i.e., whether one should use 8½ X 11 or 8½ X 14.

5. It is also useful to have an imprint of one's footprint on the paper used for some documents, preferably watermarked (and of course reduced in size). A footprint (more than fingerprints) constitutes supreme forensic evidence of one's identity as a living, biological being. Having it on the paper not only identifies you in such capacity, but symbolically informs the recipients of your documents that you are standing on the ground (even holy ground) and are not "up in the air" where the public, fictitious side operates.

The merits of much of the above can be substantiated by observing documents involved in commerce, such as shipping. In the case of legal documents (which are also in commerce), such as a traffic ticket, the original is white, your copy is blue, the pink copy (ownership) goes to the court, the green (constituting the money) goes to the administration of the court.

As of the time of this writing we are receiving immense amounts of material elaborating on, confirming, and exemplifying the use of this esoteric knowledge, to which we have merely alluded here. Obviously any extensive discourse on the subject is beyond the scope of this article, which is intended as outlining fundamental concepts and processes. As a result of exposure to this deeper understanding of how the system is structured and why it was formulated as it is, we are drafting our documents as fully in accord with the information as possible.

Finally, a practical consideration perpetually concerns anyone dealing with the system. Given the obvious facts that we can never know everything, that we are perpetually growing in knowledge, experience, and understanding, and that we want to do what succeeds, how can we know at what point to act? The answer is often determined by the seriousness of a matter and the time frames involved in having to deal with it. This conundrum is a major incentive not only for studying for and by oneself, but networking with as many others as possible who are likewise engaged in ascertaining truth and securing freedom on the basis thereof. The knowledge resulting from synergistic interaction, and the feedback gained from learning the result the actions of people when attempting to succeed vis-à-vis the system, are incomparable. One thing is certain: remaining ignorant and doing nothing ensures losing from the outset. In the words of Bob Dylan, "He who is not busy being born is busy dying."

[Presentments Index](#)

Free Reference Material You Should Read

What Does Accepted for Value Mean?

Millions of people use the phrase “accepted for value” everyday without knowing what it means and why it is so powerful. You have the right to make personal choices that affect your commercial affairs. You can be in control, or you can be controlled. Acceptance for value is one means of being in control.

*This is a free publication offered to those who seek the truth by
The American Connection*

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The author of this book does not give legal advice. Remedies are available if you know where to look for them. The purpose of this book is to reveal and compile the sources of some of these remedies that can be found in millions of pages of case law, statutes, codes, laws, rules, and regulations. This book is intended to decrease the time it takes to discover the components of your remedies and their application. It is the responsibility of the readers to understand their remedies, to seek assistance if necessary, and to apply proper and complete concepts to reach a successful conclusion to a dispute. This book does not exhaust the information that might be needed to successfully settle a dispute.

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Other writings from The American Connection on related topics that can be found at www.lulu.com. Do a search by title or by authority - _____.

Books

America – National or Federal? (97 pages)

Each state, in ratifying the Constitution, is considered a sovereign body, independent of all others, and only to be bound by its own voluntary act. In this relation, the new Constitution will, if established, be a federal and not a national Constitution. The Federalist, No. 39, James Madison

In Search of Liberty (112 pages)

Liberty, sir, is the primary object, ...the battles of the Revolution were fought, not to make ‘a great and mighty empire’, but ‘for liberty’. Patrick Henry

Booklets

Superior Law, Higher Law, My Law FREE

You have rights antecedent to all earthly governments’ rights that cannot be repealed or restrained by human laws; rights derived from the Great Legislator of the Universe. John Adams

Introduction to Corporate Political Societies FREE

Finally, be strong in the Lord and in the strength of his might. Put on the whole armor of God, that you may be able to stand against the wiles of the devil. For we are not contending against flesh and blood, but against principalities, against the powers, against the world rulers of this present darkness, against the spiritual hosts of wickedness in heavenly places. Ephesians 6:10-12

Introduction to Law Merchant FREE

Stand fast, therefore, in the liberty with which Christ hath made us free, and be not entangled again with the yoke of bondage. Galatians 5:1

Society of Slaves and Freedmen FREE

If men, through fear, fraud, or mistake should in terms renounce or give up any natural right, the eternal law of reason and the grand end of society would absolutely vacate such renunciation. The right to freedom being a gift of ALMIGHTY GOD, it is not in the power of man to alienate this gift and voluntarily become a slave. Samuel Adams 1772

Sovereignty FREE

Even in almost every nation, which has been denominated free, the state has assumed a supercilious pre-eminence above the people who have formed it. Hence, the haughty notions of state independence, state sovereignty, and state supremacy. Justice Wilson, *Chisholm v. Georgia*, 2 Dal. (U.S.) 419, 458 (1792)

The Legal System for Sovereign Rulers FREE

The Lord shall judge the people with equity. Psalms 98:9

The Negative Side of Positive Law FREE

Therefore, one must be wise and attentive, since there are those among us who make kings and set up princes outside His law. Hosea 8:4.

Liberty FREE

Now the Lord is that Spirit: and where the Spirit of the Lord is, there is Liberty. II Corinthians 3:17

When There is No Money FREE

For thus saith the Lord, Ye have sold yourselves for nothing, and ye shall be redeemed without money. Isaiah 52:3

The Natural Order of Things FREE

Owe no one anything, except to love one another; for he who loves his neighbor has fulfilled the law. Romans 13:8

Resident/Minister FREE

You may also buy some of the temporary residents living among you and members of their clans born in your country, and they will become your property. Leviticus 25:45

Agree with thine adversary quickly, while thou art in the way with him; lest at any time the adversary deliver thee to the judge, and the judge deliver thee to the officer, and thou be cast into prison. Verily I say unto thee, Thou shalt by no means come out thence, till thou hast paid the uttermost farthing. Matthew 5:25-26

What Does Accepted for Value Mean?

Accepted for Value (A4V) is at the foundation of remedies available for commercial demands made by the United States, so many people have attempted to use it to close accounts in the United States. Even so, no one has had a good explanation of what A4V means. Here is an attempt to clarify.

Introduction

The Uniform Commercial Code in Article 3 that deals with negotiable instruments is one source of explanation. Article 8 deals with investment securities, and Article 9 deals with secured transactions. In addition to opinions written by judges to shed light on our remedies, all three of these articles hold a key to understanding commercial setoff. The UCC had an overhaul in 2000, but the major principles remain the same. The changes appear to be to the sections that deal with secured transactions (Article 9) and some with investment securities (Article 8), but negotiable instruments are what lead to those securities. The phrase “accepted for value” has little coverage in the code books or in court opinions. A better understanding of the commercial terms “acceptance” and “value” and how they relate to instruments in general would be a good place to start.

Acceptance 1. An agreement, either by **express act** or by **implication from conduct**, to the terms of an offer so that a binding contract is formed. * If an acceptance modifies the terms or adds new ones, it generally operates as a counteroffer. Black’s 7th

Accept. To receive with approval or satisfaction; to receive with intent to retain. Black’s 4th

Acceptance. The **taking** and receiving of anything in good part, and as it were a tacit agreement to a preceding act, which might have been defeated or avoided if such acceptance had not been made. Black’s 4th

A naked acceptance waives remedies that are available by waiving defects in the instrument (agreement) that is being offered and accepted. Receiving an instrument is an acceptance and a taking. Retention is the basis for a binding contract if there is a preceding act like a pledge to the United States. Altering the terms of the instrument and returning it operates as a counteroffer.

UCC 1-201. General definitions

44. “**Value**”. Except as otherwise provided with respect to negotiable instruments and bank collections (sections 3-303, 4-210 and 4-211) a person gives “**value**” for **rights** if he acquires them:

- (a) In return for a binding **commitment to extend credit** or for **the extension of immediately available credit** whether or not drawn upon and whether or not a charge-back is provided for in the event of difficulties in collection; or
- (b) As **security** for or in total or partial **satisfaction** of a **preexisting claim**; or
- (c) By accepting **delivery** pursuant to a **preexisting contract** for purchase; or

*(d) Generally, in **return for any consideration** sufficient to support a simple contract.*

UCC 1-201(44) generally says that a person gives value. He gives value to get rights. **If one person is giving value, another person is asked to give rights in exchange.** Both giving value and giving rights meet the element of consideration. The question has to be - What constitutes value? In today's commercial system where ownership is not the prime focus, interest (rights) in things takes the place of ownership as the goal. A security interest constitutes a right to seize control of a pledged thing if the one giving the security interest fails to perform as agreed. The one giving a security interest retains possession of the thing that secures the right of another party to seize possession of the thing that backs the security interest that was given. **The one receiving a security interest becomes a secured party, especially if the instrument establishing the security interest is registered.** He has rights, which are remedies and defenses that he can use to enforce an agreement if the other party fails to perform as agreed.

*UCC 1-201. General definitions
36. "Rights" includes remedies.*

A remedy is a commercial right for those who acquire that right through an instrument. In corporate United States, there must be a written record of everything. Nothing is supposed to be assumed or presumed, but that does not mean assumptions and presumptions are not used everyday to acquire rights and enforce them. If the right that is being enforced is a security interest in a tangible or intangible thing, it usually comes from an instrument that is actually supported by the thing. **This is usually, but not always, a pledge or a promise to relinquish possession of a thing if there is a breach of an agreement.**

Because enforcement of a contract based on an implied promise is weak, an instrument demanding performance on it is an offer to initiate a new contract based on an old (antecedent) and maybe implied or unenforceable contract. If an instrument is based on an intentional written promise to perform and an intentional pledge to relinquish property, it does not have to be issued for value. It is just issued, and the original contract with the offeror's right to the pledged property is the consideration that supports the demand. A copy of the written promise and pledge can be attached to the instrument, or the instrument can just refer to the contract by its title, number, or date, etc. The issuer of the instrument demanding performance supported by a written promise has defenses if the debtor files a complaint against the issuer for making the demand. The issuer can produce the antecedent contract that contains the intentional promise to perform and the intentional pledge to use tangible or intangible property to secure that performance. If the debtor is aware that he had previously signed a promise and pledged his right to a thing to guarantee his performance, he would not have to see the contract. The demand instrument is issued to get performance already promised, or in the alternative to get the thing already pledged.

In some cases, there is no pledge to support an instrument, so it must be issued and transferred for value (with implied consideration). There is no debtor. The issuer

does not have a written instrument to back his demand instrument. If he decides to issue the demand instrument in spite of his lack of authority, he is risking liability on the instrument. If the **transferee** (the one who the issuer directs the demand to) calls the issuer's bluff, the issuer could be made to pay the transferee. The issuer (**transferor**) has no defenses. He has no antecedent contract to attach as consideration for the demand he is sending to the transferee. If the issuer has no written pledge but still decides to issue a demand, the demand instrument must be issued for value, because there is no evidence of pledge to attach to it. There is no written antecedent contract obligation that requires the transferee to perform, but he still has to do something with the demand.

The transferee is the one who receives the instrument by mail, by process server, or by warrant. The transferee is a target. The issuer is shooting the instrument at the target, hoping the target will just take the shot and agree to become liable on the new offer. The issuer is bluffing. If the transferee recognizes the demand instrument as a bluff, he can call the issuer on the bluff and require the issuer to pay. The transferee actually gains a security interest in the instrument if he recognizes it. If the instrument is issued and transferred for value (with implied consideration), the transferee acquires a security interest or other lien on the instrument if it was not obtained by judicial proceeding. See UCC 3-303 below.

If you properly endorse an instrument issued and transferred for value, you acquire a right to enforce the instrument against the issuer. You become the **creditor** by returning it to the issuer, who becomes the **debtor**. By accepting the instrument (an offer) for value, you are altering the terms of the offer, and it becomes a **counteroffer**.

Acceptance *If an acceptance modifies the terms or adds new ones, it generally operates as a counteroffer.* Black's 7th

The right to be the creditor is what you get when you A4V an instrument that is issued and transferred for value, like a tax bill, penal action "indictment," or speeding ticket. These issues are all based on violations of statutes. **Dishonor has value in the public. Violation of statutes has value in the public.** The violation of the statute is the **presumed basis (consideration)** for issuing the instrument, but if you have not promised to perform under those statutes, you are not obligated, and the issuer has no way of supporting his demand instrument. It is issued without consideration. It is issued based on a presumption that every U.S. citizen has pledged allegiance to the United States and to its private laws – statutes. It is a bluff. The river card has already been turned. You have the winning hand. You can call the issuer's bluff. You can check. You can raise. You can fold. It is your choice. You have the button.

The commercial system of the United States is based on the Law Merchant. That law is not neutral; it is not set up to be fair. It is set up to facilitate collection for creditors, especially foreign creditors. It deals with debtors and creditors, even when there is no debtor/creditor relationship. The only thing that has to be determined in most situations is - who is the **debtor** and who is the **creditor**. Once that is

determined, additional facts are usually irrelevant and immaterial. In the United States, every man is deemed to be a U.S. citizen, and every U.S. citizen is deemed to be a debtor. A4V is one way of establishing that you are a creditor and not a debtor. If you are going to use the Law Merchant to settle disputes with the United States, a firm understanding of the Law Merchant is necessary. If you have commercial rights, the trier of facts in a commercial dispute will proceed cautiously to avoid denying you commercial due process.

Commercial due process is not much more than time and opportunity to complete an administrative remedy and produce a counterclaim. If you don't know what your administrative remedies are, you probably don't have any commercial rights to exercise. As one who represents a person in the United States, ie. a U.S. citizen, you have due process rights through the sovereign's statutes. As a man in the several states, you have due process rights through your Creator's natural order of things. Properly applied, commercial remedies incorporate the natural order of things. You can choose to use a **sovereign's statutes** or **commercial remedies**, but they should not be used simultaneously. They are like oil and water. They do not mix. If you are going to use commercial remedies, injection of statutory rights will kill your commercial due process remedies. The terms of the offer and acceptance make the law that will be enforced.

Even though you might choose to use commercial remedies, you still need to use the person you represent in the public to access the commercial remedies. They have been statutized in State law. You can use them, but you cannot cite the source. The statutes use the natural order of things as the basis for their code sections, and then incorporate the private policy code sections into the same set of published statutes. If you use the cite (UCC _ - _ _ _ or __ USC § _ _ _ _), you have reverted back to being a U.S. citizen taking a benefit from the statutes. If you demonstrate the principle in the code section without citing it, you maintain your separation. The **person** you represent in the public **acquires the commercial rights**, but you interject **your rights** through the **natural order of things**, and maintain your unalienable rights. You get to use the person, instead of it using you.

A person can acquire commercial rights through several means. According to the definition of "value" above, he can acquire them –

- a) in return for credit,
- b) as security,
- c) through a delivery pursuant to a contract, or
- d) in return for any consideration.

Each of subsections (a) through (d) deals with a different scenario. The last one (d) is a general catchall that covers anything that might not have been addressed by the first three. This definition is one of the most confusing in the commercial code, and is one of the most important to understand.

A right is defined as a remedy. Debtors' remedies often include defenses against foreclosure on the express or implied terms of an express or implied agreement for which security was given. Defenses are often given to debtors as

consideration by creditors, and defenses are often given to creditors as consideration by debtors.

Money and things are not needed under this commercial system where interest in things like real estate, bank accounts, and bodies serve as consideration. For example, a creditor may sign an agreement giving possession of a product to a debtor before the debtor has paid for the product. In that case, the debtor has defenses if his creditor later accuses him of taking the product without paying for it. In the same transaction, the debtor may give defenses through the agreement to his creditor, if the debtor later claims the product he received was not what he ordered. The written agreement identifies what the debtor actually ordered. The agreement will specify the terms of the agreement and the defenses each party gives to the other. Those defenses are rights that will result in a remedy if one of the parties is later wrongly accused of a breach. The people have commercial remedies if they are accused of a breach of some unknown contract. The accuser might claim a security interest in an antecedent claim against property supposedly pledged as security in exchange for value that was supposedly given by the accuser. That kind of claim would have to be issued for value, because the accuser would have no written agreement as the basis for his claim. His claim would be a new offer. He would be trying to get you to join in a new contract by implying that an antecedent contract existed. Since it does not exist, the issuer of the new offer has to be bluffing.

A4V is based on contract law. If you think there is a presumption of a preexisting contract through which you are presumed to be a debtor that has supposedly pledged property and your liberty as security for some presumed value given by the United States, it might be very important for you to negotiate some better terms in a **counteroffer**. **If the issuer of the instrument for value does not counter your counteroffer, you are in a much better position.** If you have a record of a valid contract that contains terms in your favor and can be enforced in commerce, you have remedies. If you don't, the United States may be entitled to enforce a different agreement. Even if you have an agreement advantageous to you, your actions may imply a waiver and your consent to abide by a less advantageous agreement.

Preexisting or antecedent claims can be created by agreement between the actual parties, but when the United States is a party, all agreements incorporate an attachment to the national debt – an antecedent claim other creditors have against the United States. It is like a program running in the background on your computer. The presumption that all U.S. citizens have pledged allegiance to the United States and its statutes, is enough to establish an antecedent claim in favor of the United States. U.S. citizens cannot question the national debt. They are called upon to be sureties for that debt, and they usually lose when a court proceeding is initiated against them for violation of statutes. This is done on the principle that the United States is more likely to pay its debt if it can collect from its debtors.

United States courts take jurisdiction of cases where a debtor to the United States is being charged with violation of United States statutes. Even though a U.S. citizen does not have a direct obligation to the creditors of the United States, through the principle of novation, U.S. citizen generally agree to be liable without knowing they

have done so. A person can transfer his rights and obligations to another party through agreement. A owes B. A or B can ask C to take on A's obligation. If C agrees, and A and B are given notice that C has agreed to owe B what A owes B, the novation is complete, and A is relieved of the obligation of paying B. The U.S. citizen is C in this example. A is the United States, and B is the creditors of the United States.

The commercial code is first and foremost concerned about repayment of the national debt as a preexisting contract with an antecedent claim. The secondary function of the commercial code is to provide an orderly method of dealings between other debtors and creditors. United States Code (statutes) violations are claims used by creditors of the United States to collect internal revenue from U.S. citizens to pay the national debt. There can be claims stacked on claims. It is not uncommon for a totally discharged debt to be renewed by a creditor without the knowledge of the debtor. United States statutes are designed to transfer private rights from the private to the public for public use – to pay the national debt. Every evidence of debt in the United States has value. Persons in the United States carry on commercial transactions by giving and receiving value. Value has nothing to do with things, until there is a breach of an agreement, when an interest in a thing is transferred from the debtor to the creditor. On the private side, a thing is an object that casts a shadow. On the public side, only the shadow can be seen. On the public side, the shadow is given value. Interest in the thing is the value. It is not the thing.

Value – UCC 1-201

UCC 1-201. General definitions

44. **“Value”**. *Except as otherwise provided with respect to negotiable instruments and bank collections (sections 3-303, 4-210 and 4-211) a person gives “value” for rights if he acquires them:*

- (a) In return for a binding commitment to extend credit or for the extension of immediately available credit whether or not drawn upon and whether or not a charge-back is provided for in the event of difficulties in collection; or*
- (b) As security for or in total or partial satisfaction of a preexisting claim; or*
- (c) By accepting delivery pursuant to a preexisting contract for purchase; or*
- (d) Generally, in return for any consideration sufficient to support a simple contract.*

Subsection (a) of 1-201(44) can be read from the perspective of either a lender or a borrower as the one extending credit. Both parties receive rights from the agreement. Only the people have the energy needed to create money in the United States, and in today's system, credit and security interests circulate as money. Creation of money remains in the same place it always was – with the people. Before 1933, the people dug the gold and silver out of the earth, took it to an assayer to have it coined by authorized agents of the United States, and spent or loaned their coins into circulation. Since 1933, the people sign notes on their own credit, have that credit converted into currency by authorized agents of the United States, and spend it into circulation. After signing notes on their own credit, the people usually get into another unintended contract and agree to give a security interest in something as value on a contract they don't need and don't even want to enter. Article 1 Section 8 Clause

2 authorizes the Congress to borrow money on the credit of the United States. The “United States” in that clause necessarily must reference the several states, as the government has no means of securing credit on its own. The people compose the several states. That clause authorizes the Congress to borrow money on the credit of the people.

Both parties receive value in a transaction, and both parties receive rights. Both parties give value, and both parties give rights. Value usually means some kind of consideration. Article 3 of the commercial code further clarifies “value” when negotiable instruments are involved, but the more general definition is in Article 1-201. The next section contains many examples of exchanges of value for rights; and conversely exchanges of rights for value. “Value” is a complicated concept, so several examples are given to help to clarify. “Value” is subtle, so notice the subtleties of the examples. The specific value for each example is bolded. The following interpretations for subsections (a) through (d) deal with persons and credit under public policy through the Law Merchant.

UCC 1-201. General definitions

44. “**Value**”. *Except as otherwise provided with respect to negotiable instruments and bank collections (sections 3-303, 4-210 and 4-211) a person gives “value” for rights if he acquires them:*

(a) ***In return for a binding commitment to extend credit or for the extension of immediately available credit whether or not drawn upon and whether or not a charge-back is provided for in the event of difficulties in collection;***

A person gives value to another party in exchange for interest in the other party’s property. He acquires rights (interest) in return for giving a binding commitment to extend credit, or giving a binding commitment for the availability of credit to the party giving the person the rights. Those rights might be in the title to real property, or for capacity to sue to get the title to real property through court order. Those rights might be in benefits provided by the United States. They might be in a distribution from the trust created by the Constitution. It does not matter if the party giving the rights draws on that commitment to extend credit. It does not matter if a charge-back is provided if the party receiving the credit and giving the rights has difficulty in collecting the credit. The whole money system of the United States is based on extensions of credit. Almost every thing transaction in the public is based on credit. There is constantly an exchange of value for rights, and rights for value happening in the United States. This results in transfers of digits from one account to another.

[public to public]

(a) A person (“borrower”) gives value (**right to foreclose**) (**asset on the bank’s books**) for rights (from creditor) (use of public credit) if he (borrower) gets those rights (use of public credit) in return for his (borrower) commitment to extend credit (promissory note).

(a) A person (“lender” = creditor) gives value (**use of public credit**) (to debtor) for rights (from debtor) (**to foreclose**) if he (lender = creditor) gets those rights (**to foreclose**) in return for his (lender = creditor) commitment to extend (public) credit (to a borrower = debtor).

Person	gives Value	for Rights	in Return for
Borrower	right to foreclose	use of public credit	promissory note
Lender	use of public credit	right to foreclose	extension of public credit

[private to public]

(a) A person (“borrower”) gives value (**private man’s credit via signature on a note**) for rights (from creditor) (**use of currency**) if he (borrower) gets those rights (**use of currency**) in return for his (borrower) commitment to extend (private) credit (to the lender from the man who represents the borrower).

(a) A person (“lender” = debtor) gives value (**liability on its books**) for rights (**use of private credit**) if he (lender) gets those rights (**use of private credit**) in return for his (lender) commitment to extend (public) credit (to the debtor).

[private to public]

Person	gives Value	for Rights	in Return for
Borrower	man’s signature	use of currency	extension of private credit
Lender	liability on its books	use of private credit	extension of public credit

There are two different actions happening in these scenarios. One is public to public, and the other is private to public. Nothing can happen on the public side until someone on the private side signs something. The signature can be advantageous to the man or not. It is up to him. The man is an accommodating party who receives nothing for lending his name or credit to the public event, unless he negotiates terms that are favorable to him. If the United States presents the terms and they are accepted without renegotiation, the man is just an accommodating party and can expect to receive no rights in return for the value he gives by lending his name and credit to the United States.

A bank cannot lend its own credit. When a bank “extends” credit, it has to use someone else’s credit and “extend” it to a third party. It is not a loan (B to C); it is a lengthening of the process (A to B to C). The credit comes from A (a man - lender) in the private, through C (U.S. citizen – agent for A), to B (bank - lender) in the public, to C (U.S. citizen - borrower) in the public. The borrower is both a debtor and a creditor on the same transaction. The man cannot go into the public, so the U.S. citizen has to represent the man in the public. The U.S. citizen needs hands to sign instruments, so the man has to represent the U.S. citizen and supply the energy. The man will be presumed to be an accommodating party unless he negotiates a contract that has terms more favorable to him. If the man permits his signature to be used with no terms for payment to him, he just waives his rights. The U.S. citizen is both the transferor and the transferee on instruments in the public. Instruments that are issued and transferred for value are requests for a man’s private credit. They are credit applications. He can endorse them properly and be a creditor, or stand silent and be a debtor. It is up to him.

The public to public value on the previous interpretations is the right to foreclose (an asset on the bank's books) and the use of public credit, in return for a promissory note and the extension of public credit. The private to public value on the previous interpretations is the man's signature on the note and the liability on the bank's books, in return for an extension of private credit to facilitate the extension of public credit. There can be no public credit without getting credit from the private side first. The people in the several states are the only ones who have credit, because they are the only ones with energy that does not belong to someone else. Fictions have no energy of their own. Since money of exchange is not used in the modern commercial system, credit is the medium of exchange through money of account. Money of account is digits on accounting ledgers. All loans in the public necessarily must be made on the private credit of the people. The people have to supply private credit that public lenders extend to borrowers in the public. No wonder the lenders always say they are "extending" credit. They are extending the people's credit from the private side into the public and returning it to a fiction represented by one of the people. Value is given on both sides. Value is accepted on both sides. This 1-201 definition is in Article 1 of the commercial code, so it does not apply to Article 3 negotiable instruments, but it is necessary to understand the duplicity of value to understand A4V.

The following interpretations of 1-201(a) deal with a public person created by the United States as the debtor and the United States as the creditor, as well as the United States as the debtor and a private man as the ultimate creditor through the public person he represents. These are still dealing with persons and credit under public policy.

[public to public]

(a) A person (United States) gives value (**certificated security = birth certificate = U.S. citizenship**) for rights (to use U.S. citizen as surety) if he (United States) gets those rights (to use U.S. citizen as surety) in return for his (United States) commitment to extend (public) credit (and benefits) (to the U.S. citizen).

(a) A person (U.S. citizen) gives value (**pledge to United States**) for rights (to operate in commerce in United States) if he (U.S. citizen) gets those rights (to operate in commerce in United States) in return for his (U.S. citizen) commitment to extend (public) credit (to be a surety) (to United States).

[public to public]

Person	gives Value	for Rights	in Return for
United States	birth certificate	use of private credit	public credit and benefits
U.S. citizen	pledge to the U.S.	commerce in the U.S.	being a surety for the U.S.

[private to public]

(a) A person (United States) gives value (**certificated security = birth certificate = U.S. citizenship**) for rights (get private credit) if he (United States) gets those rights (to use private credit) in return for his (United States) commitment to extend (public) credit (distribution from trust to the man through the U.S. citizen).

(a) A person (U.S. citizen) gives value (**man's private credit**) (to United States) for rights (to operate in commerce in United States) if he (U.S. citizen) gets those

rights (to operate in commerce in United States) in return for his (U.S. citizen) commitment to extend (private) credit (of the man who represents the U.S. citizen) (to United States).

[private to public]

Person	gives Value	for Rights	in Return for
United States	birth certificate	get private credit	extension of public credit
U.S. citizen	man's private credit	commerce in the U.S.	extension of private credit

On the public side, the birth certificate represents value as security for a preexisting claim the United States has against a U.S. citizen. On the private side it is security for a preexisting claim the man has against the political State for using his description without paying for it. It is an antecedent claim the man can present as a counterclaim when the United States brings a claim against the person the man represents. The birth certificate secures the obligation the State, as an agent for the United States, has to the man, since no payment has ever been made to the man, and technically cannot be made. The inches and pounds description of the baby on the application for the birth certificate constituted a symbolic delivery of the baby into the United States. What happens in the United States ... stays in the United States. The baby and the man cannot go into the United States, but the person named on the birth certificate can. The United States cannot go into the private states, but the man representing the person named on the birth certificate can. The baby grew into a man, and the rights the baby had to payment for use of his description carry on to the man. If the man does not do something with that certificated security (birth certificate), it is considered abandoned. Abandonment is waste, so the United States will use the birth certificate to prevent waste, until the man decides to use it.

Subsection (b) can also be read from several different perspectives. Both parties in each scenario give value and rights, and receive value and rights through the agreement. The following interpretations deal with individuals and corporations.

UCC 1-201. General definitions

44. “**Value**”. *Except as otherwise provided with respect to negotiable instruments and bank collections (sections 3-303, 4-210 and 4-211) a person gives “value” for rights if he acquires them:*

(b) As security for or in total or partial satisfaction of a preexisting claim;

Usually a person gives value when he is exchanging them for rights he is acquiring as security for that one transaction. Those rights might be in the title to real property, or capacity to sue, or for performance. According to subsection (b), a person (United States) can give value (benefits) for rights (pledge) he (United States) is acquiring from a U.S. citizen, as security for satisfaction of a claim that already exists (national debt). The rights the United States gets from the U.S. citizen secure payment or performance on that preexisting claim the international bankers have against the United States and its sureties. The person giving the value (United States) has supposedly already received a promise of some sort from the U.S. citizen. Now, the person (United States) is giving value again to get more rights that he will acquire

as more security for total or partial satisfaction of that preexisting claim (national debt). A tax bill is considered value, as is a libel of information for a quasi-criminal case against a U.S. citizen for violation of United States statutes. The United States is giving value by issuing an instrument for value. That instrument carries a security interest in the instrument that is issued. That can be considered to be value. In exchange for giving the U.S. citizen a security interest in the instrument, the United States is looking for rights in the property owned by the U.S. citizen. It is also looking for a right to seize the body. All of this is done to collect revenue from the U.S. citizen as a surety. If the man who represents the U.S. citizen does not recognize the value that is being given, that waiver does not negate the rights the United States is acquiring in the transaction.

In a normal situation, the party giving the rights receives value through the transaction. A right is a remedy. If the party who gave the rights is later accused of not performing, the right he gave as security when he received the value can be used to seize the property to satisfy the terms of the agreement. In subsection (b) a “preexisting claim” makes an appearance. The United States already promised to repay the international lenders, but if it doesn’t pay, the international lenders can use United States statutes to collect from U.S. citizens. Both parties give value and both receive rights in each transaction. The value given can be absolutely anything that is sufficient to support a simple contract in the jurisdiction where the agreement is made. The rights given can be anything to secure the obligation incorporated in the agreement, including defenses against claims made by the parties against each other.

[public to public]

(b) A person (creditor = corporation) gives value (**use of credit “mortgage”**) for rights (**to foreclose and defenses**) if he (creditor) acquires the rights (**to foreclose and defenses**) as security for satisfaction (payment) of a preexisting claim (national debt). The debtor’s promise to return credit is a second promise. The first promise is a pledge to not question the national debt.

(b) A person (debtor = U.S. citizen) gives value (**promise**) for rights (**use of credit and defenses**) if he (U.S. citizen) acquires the rights (**use of credit and defenses**) as security for satisfaction (extension of credit) of a preexisting claim (beneficial interest in the trust created by the Constitution). The approval of credit application is a second promise. The first promise is the constitutional oath the President took.

[public to public]

Person	gives Value	for Rights	as Security for
corporation	use of credit	to foreclose and defenses	national debt
U.S. citizen	promise	use of credit and defenses	beneficial interest

[private to public]

(b) A person (creditor = U.S. citizen) gives value (**man’s signature on an application**) for rights (**to use public credit**) if he (U.S. citizen) acquires the rights (**to use public credit**) as security for satisfaction (distribution from the trust) of a preexisting claim (man’s beneficial interest in the trust).

(b) A person (debtor = corporation) gives value (**use of public credit**) for rights (**defenses**) if he (corporation) acquires the rights (**defenses**) as security for

satisfaction (trust distribution) of a preexisting claim (man’s beneficial interest in the trust).

[private to public]

Person	gives Value	for Rights	as Security for
U.S. citizen	man’s signature	use of public credit	distribution from the trust
corporation	use of public credit	defenses	beneficial interest in trust

The following interpretations deal with creditors of the United States and the United States (backed by U.S. citizens as sureties for the United States for the national debt).

(b) A person (debtor = corporate United States) gives value (**new reorganization plan to pay**) for rights (**defenses against foreclosure**) as security (promise not to foreclose now) for satisfaction (partial performance) of a preexisting claim (international bankers’ right to foreclose on the United States).

(b) A person (creditor = international bankers) gives value (**approval of a new reorganization plan for extension of time to pay**) for rights (to foreclosure later) as security (promise not to foreclose now) for satisfaction (new payment plan) of a preexisting claim (terms of loan agreement = national debt).

Person	gives Value	for Rights	as Security for
United States	reorganization plan	defenses	partial performance
Creditors of U.S.	approval of plan	foreclose later	promise not to foreclose

“Satisfaction” in this subsection can refer to the statutes the United States created for its creditors to use to more expeditiously collect through forfeiture actions. It can also refer to United States courts created for its creditors to use to summarily condemn property for confiscation to satisfy the terms of the reorganization plan the United States gave to its creditors promising performance on a preexisting claim (national debt).

The following interpretations deal with the United States as the agent and the people as the principals; and with the United States as the trustee and the people as the beneficiaries.

(b) A person (corporate United States) gives value (**certificated security = birth certificate**) for rights (to create money on the signature of the man = borrow from the people) as security (promise not to deny or disparage rights of the people) for satisfaction (acknowledgement of obligation to people) of a preexisting claim (beneficial interest in the trust created by the Constitution).

Person	gives Value	for Rights	as Security for
United States	birth certificate	borrow from people	9 th Article of Bill of Rights

(b) A person (officer in the federal government) gives value (**Article VI oath**) for rights (**to hold an office**) as security (promise to support “this” constitution) for satisfaction (performance) of a preexisting claim (people’s beneficial interest in the trust created by the Constitution).

Person officer	gives Value Article VI oath	for Rights to hold office	as Security for beneficial interest
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(b) A person (President) gives value (**Article II oath**) for rights (**to be Commander in Chief**) as security (promise to preserve, protect and defend the Constitution) for satisfaction (performance) of a preexisting claim (people’s beneficial interest in the trust created by the Constitution).

Person President	gives Value Article II oath	for Rights to hold office	as Security for beneficial interest
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(b) A person (a state, ie. Ohio, etc.) gives value (**office in the federal government**) for rights (**to be part of the union of American states = federal United States**) as security (promise to abide by terms of Constitution) for satisfaction (performance on terms of Constitution) of a preexisting claim (promise to pay creditors of the Confederacy).

Person A state	gives Value federal office	for Rights to be part of union	as Security for payment of national debt
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(b) A person (a state, ie. Ohio, etc.) gives value (**Constitution**) for rights (**to be recognized internationally**) as security (promise to pay creditors of the Confederacy) for satisfaction (acknowledgment of international law) of a preexisting claim (need for a plan to pay international creditors).

Person A state	gives Value Constitution	for Rights recognition as a state	as Security for payment of debts
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(b) A person (state citizen [by Mom]) gives value (**signature on application for birth certificate**) for rights (**to be beneficiary on the trust**) as security (promise) for satisfaction (distribution from the trust) of a preexisting claim (beneficial interest in the trust created by the Constitution).

Person state citizen	gives Value signature	for Rights beneficial interest	as Security for distributions from trust
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Subsection (c) deals with buyers and sellers. Notice that both subsection (b) and (c) refer to a preexisting arrangement. (b) brings in a preexisting claim that necessarily results from a preexisting contract. (c) addresses delivery on a preexisting contract. On the public side, creditors on the national debt have a seemingly priority position in the commercial code. The only right higher than that of the international creditors is that enjoyed by the people in the several states. The people have the first and foremost position in equity in the United States. As beneficiaries of the trust

created by the Constitution, and as beneficiaries of the trust created by President Roosevelt in 1933, the people (through the persons they represent in the United States), have priority stock in corporate United States.

UCC 1-201. General definitions

44. “**Value**”. Except as otherwise provided with respect to negotiable instruments and bank collections (sections 3-303, 4-210 and 4-211) a person gives “value” for rights if he acquires them:

(c) **By accepting delivery pursuant to a preexisting contract for purchase**;

xxxxxxxxxx

(c) A buyer (debtor) gives value (**promise or actual payment**) for rights (receipt = defenses) if he (debtor) acquires the rights (receipt = defenses) by accepting delivery (of product) on a preexisting contract for purchase.

(c) A seller (creditor) gives value (**promise or actual delivery**) for rights (receipt = defenses) if he (creditor) acquires the rights (receipt = defenses) by accepting delivery (of promise or actual delivery) on a preexisting contract for purchase.

Person	gives Value	for Rights	by Accepting Delivery
buyer	delivery of promise or payment	receipt	of product

Person	gives Value	for Rights	by Accepting Delivery
seller	delivery of product	receipt	of promise or payment

The terms “buyer” and “seller” have a broad scope of application in the commercial code.

(c) A buyer (U.S. citizen) gives value (**pledge**) for rights (citizenship) if he (U.S. citizen) acquires the rights (citizenship) by accepting delivery (of benefits) on a preexisting contract for purchase (application for birth certificate).

(c) A seller (United States) gives value (**citizenship**) for rights (to use U.S. citizen as surety) if he (United States) acquires the rights (to use U.S. citizen as surety) by accepting delivery (of pledge) on a preexisting contract for purchase (application for birth certificate).

Person	gives Value	for Rights	by Accepting Delivery
U.S. citizen	pledge	citizenship	of benefits

Person	gives Value	for Rights	by Accepting Delivery
United States	citizenship	citizen to be surety	of pledge

In a forfeiture case, the defendant can be deemed to be the buyer, and the prosecutor can be deemed to be the seller.

(c) A buyer (defendant) gives value (**plea & signature**) for rights (civil liberty) if he (defendant) acquires the rights (civil liberty) by accepting delivery (of charges on “indictment”) on a preexisting contract for purchase (application for citizenship and residency).

(c) A seller (United States) gives value (**civil liberty**) for rights (to condemn defendant’s property) if he (United States) acquires the rights (to condemn

defendant's property) by accepting delivery (of plea & signature) on a preexisting contract for purchase (application for citizenship and residency).

Person defendant	gives Value plea & signature	for Rights civil liberty	by Accepting Delivery of "indictment"
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Person United States	gives Value civil liberty	for Rights to condemn property	by Accepting Delivery of plea & signature
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In all penal actions for violations of statutes, the national debt is the preexisting contract for purchase that influences the conscience of the judge in making his decisions. In those cases, the defendant is a U.S. citizen who cannot question the national debt. He is deemed to be the surety for the buyer (United States), and the prosecutor represents the seller (international lenders). A U.S. citizen who refuses to be a surety can be viewed as giving aid and comfort to enemies of the United States. That is the definition of treason. Once the U.S. citizen is found to be in treason, he can be viewed as a resident. Penal actions are against residents. It is the property of residents that can be seized and condemned and forfeited (confiscated). **The book 39 IRS Arguments that Don't Work and Why explains this process in much more detail. It can be found on www.lulu.com.**

(c) A buyer (U.S. citizen = surety = defendant) gives value (**plea & signature**) for rights (reimbursement) if he (U.S. citizen) acquires the rights (reimbursement) by accepting delivery (of charges on "indictment" = bill for payment) on a preexisting contract (national debt) for purchase (loan of credit to the United States).

(c) A seller (international lenders) gives value (**extension of credit to United States**) for rights (to seize property of United States) if he (international lenders) acquires the rights (to seize property of United States) by accepting delivery (of plea & signature of surety) on a preexisting contract (national debt) for purchase (loan of credit to the United States).

Person U.S. citizen/surety	gives Value plea & signature	for Rights reimbursement	by Accepting Delivery of "indictment"
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Person Int. lenders	gives Value extension of credit	for Rights to seize property	by Accepting Delivery of plea & signature of surety
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Subsection (d) deals with anything that is not addressed in (a), (b), or (c).

UCC 1-201. General definitions

44. "**Value**". Except as otherwise provided with respect to negotiable instruments and bank collections (sections 3-303, 4-210 and 4-211) a person gives "value" for rights if he acquires them:

(d) Generally, in **return for any consideration** sufficient to support a simple contract.

(d) A debtor/buyer or creditor/seller gives value (**any consideration**) for rights (interest in property and defenses) if he acquires rights (interest in property and

defenses) in return for anything of value that constitutes consideration sufficient to support a simple contract requiring performance by one or both parties.

Person	gives Value	for Rights	in Return for
Any person	any consideration	interest in property	any consideration

The definition of “value” in 1-201(44) does not actually define “value”. It merely gives examples of what circumstances might incorporate value. To recap from the above interpretations, value appears to be or to imply some kind of a promise to provide something or to do something: extension of credit, private man’s credit via signature on a note, asset on books, liability on books, pledge to United States, use of credit, payment, new reorganization plan to pay, approval of a new reorganization plan for extension of time to pay, Article VI oath, Article II oath, office in the federal government, Constitution, promise or actual payment, promise or actual delivery, pledge, citizenship, security interest in property, civil liberty, plea and signature, extension of credit, any consideration sufficient to support a simple contract. They are all beneficial to someone or something, and are therefore valuable. This list is by no means exhaustive.

Constitutional Oaths

The foundational agreement behind every commercial and political event in the United States is the Constitution. It is primarily an offer made by the states to those who want to be part of the federal or national governments, and secondarily an offer made by the states to those who want to do business with the federal or national governments. This was a very dangerous document. It created a potentially huge commercial machine that had the power to do untold harm to the people. It had to provide a means to pay creditors so the states could be recognized internationally for commercial purposes. At the same time, it had to secure the people’s rights, so the commercial machine would not eat the life out of the people. The only offers made back to the people to secure their rights are the two oaths required by the Constitution. These two oaths are the condition put in the agreement ratified by the states, to assure the people who get to benefit from the Constitution by holding offices, keep their commercial machine away from the people in the several states. One is the oath required in Article VI of members of the legislatures, and all executive and judicial officers of the United States and of the several states.

Article 6 Section 1 Clause 3

The Senators and Representatives before mentioned, and the Members of the several State Legislatures, and all executive and judicial Officers, both of the United States and of the several States, shall be bound by Oath or Affirmation, to support this Constitution; but no religious Test shall ever be required as a qualification to any Office or public Trust under the United States.

The other is the oath required in Article II of the President.

Article 2 Section 1 Clause 8

Before he enter on the Execution of his Office, he shall take the following Oath or Affirmation: -- "I do solemnly swear (or affirm) that I will faithfully execute

the Office of President of the United States, and will to the best of my Ability, preserve, protect and defend the Constitution of the United States."

There are no Article VI oaths that can be found for any members of the legislatures (state or federal), or executive and judicial officers of the United States or of the several states. They all have United States Code Title 5 oaths. The President cannot take the Title 5 oath of office. He already has another oath to the people. He and others are deemed to be qualified "to hold and enjoy any Office of honor, Trust or Profit under the United States". Notice that only individuals who are "elected or appointed to an office of honor or profit in the civil service or uniformed services", are required to have the Title 5 oath. They do not hold offices of trust. The President does. Only members of the legislatures of the states and the United States, and executive and judicial officers, who are bound by the Article VI oath, can hold offices of trust. Those who take the Title 5 oath of office can hold offices of honor or profit under the United States. An oath is different than an oath of office.

5 USC § 3331. Oath of office

An individual, except the President, elected or appointed to an office of honor or profit in the civil service or uniformed services, shall take the following oath: "I, AB, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States against all enemies, foreign and domestic; that I will bear true faith and allegiance to the same; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties of the office on which I am about to enter. So help me God."

Judges have the Title 5 oath of office, as well as another one found in Title 28.

Title 28, Sec. 453 says –

Each justice or judge of the United States shall take the following oath or affirmation before performing the duties of his office: "I, [NAME], do solemnly swear (or affirm) that I will administer justice without respect to persons, and do equal right to the poor and to the rich, and that I will faithfully and impartially discharge and perform all the duties incumbent upon me as [OFFICER] under the Constitution and laws of the United States. So help me God."

The only constitutional oath able to be found is the oath the President takes, which is word for word the same as the required text in the Constitution. He does not take the oath of office in Title 5. As long as there is one officer with an oath required by the Constitution (not an oath of office required by the Congress), the people still have a trustee for the trust on which the people are the beneficiaries. That beneficial interest is what gives people the right to A4V instruments that are issued for value. They have an antecedent claim from a preexisting contract. Their claim is a right to enjoy freedom with liberty. It is based on Constitutional guarantees. Since 1933, the people also have a right to a distribution from another trust created by President Franklin D. Roosevelt. Since 1933, all property is held by the state. That means the state has the legal title to all substance in the states, but the people have equitable title

through their beneficial interest in that trust. Taking control of the gold in 1933 would have been unconstitutional if the new trust had not been created. The President's oath is an offer to the people in the several states. It might be prudent for people to accept his oath. It is not an oath that is issued for value; it is an oath made in good faith by the man. The principles of offer and acceptance apply to this very critical premise. If the people have not accepted that oath, how can they expect the man who made it to be working for their benefit? As far as he is concerned, it may appear that none of the people wants him to be their trustee.

Since 1933 the only money in circulation in the United States is credit borrowed from the people. The commercial code adopted by every political State of the United States provides for "value" to be whatever consideration is needed to support a mere simple contract. The President's oath is consideration sufficient to support the simple contract the President (executive trustee) has with the people (beneficiaries). He does not have an oath of office. That is different than an oath. All legislative, executive, and judicial officers performing under him in his capacity as Commander in Chief, have oaths of office. He has a constitutional oath.

"Value" is anything recognized as a pledge or the result of a pledge. The birth certificate is the result of the President's oath. Without that one oath, the birth certificate would just be evidence of the obligation every U.S. citizen owes to the United States. Without that one oath, the birth certificate would not be evidence of the obligation the United States owes to the people. On the public side, the birth certificate represents value, and is evidence of a pledge by a U.S. citizen to be a surety for the United States. On the public side, it is security for the pledge of allegiance to the United States and its statutes, made by U.S. citizens. On the private side, it is a receipt, and is evidence of a promise made by the President to the people. On the private side, it is security for the promise of distributions from the trust to the people as beneficiaries. It is a receipt for the use of the baby's physical description that was symbolically delivered by an informant (Mom) to the United States. The setoff resulting from accepting an instrument for value is a distribution from the trust. Setoff = distribution.

Acceptance

When you accept for "value", you are accepting whatever consideration the United States has offered to you as evidence of an obligation it has to you as a beneficiary; as well as whatever consideration is offered on the instrument that is being transferred to you through the U.S. citizen you represent. The United States is humbling itself by asking you to give it assistance. It is applying for credit on every instrument that is issued or transferred for value. If you just receive one of these instruments without accepting it for value and returning it for value, the presumption is that you intend to pay it. You can pay it with a check, or you can pay it with your prepaid account. It is up to you, but you have to pay it immediately, or you will be deemed to be in dishonor. If you A4V, you can use a distribution from the trust to "pay" the instrument. If you just retain it or argue about the existence or amount of the request, you will pay it with a check, tangible property, or your body.

Did the United States offer a birth certificate to you? Did you receive it? Did you accept it for value and return it as a security? If you do not accept it for value and deposit it as an asset, you have voluntarily waived rights to a distribution that is available to you. In a purely commercial system, rights are remedies. Parties to a modern commercial transaction need remedies in the event one of them breaches the terms of the agreement. The birth certificate is a remedy, and represents an antecedent claim you have against the United States. It is also evidence of a preexisting contract. It represents the prepaid account you have available to you for setoffs. Acceptance is an agreement and leads to a binding contract. If you don't set the terms of that binding contract, the United States will.

Acceptance. Acceptance by silence. *Acceptance of an offer not by explicit words but through the lack of an offeree's response in circumstances in which the relationship between the offeror and the offeree justifies both the offeror's expectation of a reply and the offeror's reasonable conclusion that the lack of one signals acceptance.* * Ordinarily, silence does not give rise to an acceptance of an offer, but this exception arises when the offeree has a duty to speak. Black's 7th

If an offeree has a duty to speak through an existing relationship, his silence is acceptance. Because of a presumption of the existence of a relationship, the offeror has a right to expect a reply from the offeree. When you send communications to officers of the United States, you are basing them on your presumption that they have a duty to respond. They do not respond based upon their presumption that they are not required to respond, because you are presumed to also be an employee of the United States. When they send communications to you, they are basing them on their presumption they you have a duty to respond, because you are the one representing that employee of the United States. You generally do not respond properly based upon your presumption that you are not required to respond. This is all a matter of perspective.

If you are acting like a U.S. citizen when you send your communications, they do not have to respond, and their silence is not acceptance. If you are acting like one of the people who are beneficiaries on the trusts established by the Constitution and by President Roosevelt, they do have a duty to respond, and their silence is acceptance of the terms of the offer you make in your communication. A man can refuse to approve the application for credit inherent in instruments issued for value by the United States, but that might imply the man is an enemy of the United States. That is not good. It might be better for the man to approve these credit applications through acceptance for value and return for value. By signing and processing them properly, the man can avoid a trading with the enemy charge, and at the same time fulfill a presumed moral obligation to aid and assist the United States in its time of emergency. Since 1933, the people have had a means by which they can have everything they want as beneficiaries of the trust created by President Roosevelt. A4V is a means by which the people can earn that beneficial position, if they want to. They are not required to earn it, but they can if they want to. That is a personal choice.

Offer and Acceptance and Counteroffer

To form a binding contract with the United States through offer and acceptance, someone must initiate the negotiations. Either they will initiate, or you will. The one who makes the offer is humbling himself and honoring the other party through the offer of something as consideration for the purpose of getting consideration from the other party. Consideration can be money, interest in property, or performance (energy), or anything that will support a simple contract. In modern commercial transactions, gold, silver, and things are not “value”, but promises can be value. Interest in things is value. The consideration on both sides must be equal for the transaction to be balanced. Value on one side = value on the other side.

Your communication can establish by your actions (not your words) that you are one of the people. It should contain the instrument that was issued and transferred to you for value, after you have accepted it for value. It should say what consideration you are offering (A4V instrument) and what you are requesting as consideration in return (setoff = distribution from the trust). Public and private do not mix, so a request for a distribution from the trust would be like asking for skdueodhs. The public does not know anything about a distribution from the trust, but it does know about setoff, and securities, and entitlement holders, etc. Your communication should contain the terms of an agreement that will be a win-win situation. It should ask them to do something responsive to you as one of the people, not as a U.S. citizen; but it cannot contain too much truth. It should not contain anything that connects you to benefits granted by the United States. Those benefits might be use of United States statutes, use of United States courts, use of United States judges’ opinions, use of United States currency, use of United States licenses, use of United States officers, use of United States civil rights, use of United States rules and regulations, use of United States forms, use of United States bonds, or use of United States insurance, to name a few.

Since 1933 American common law is not available to the people through the courts, but commercial remedies are available through the Post Office. Your communication should not contain anything that draws from common law remedies. The commercial remedies contain the principles of the common law that is needed to settle the account. The only system of commercial remedy available now is the law of nations, which is based on agreement using the Law Merchant. United States courts enforce agreements using the Law Merchant. You have the power to negotiate agreements that are advantages to you, or you can let the United States set the terms of the agreements. That is a personal choice.

Your communication should state the terms of the agreement you are offering to the other party, who must have a delegation of authority to represent the United States. Your communication should be directed to someone who is authorized to bind the United States. Low level employees of a corporation generally are not authorized to bind the corporation they represent; just as low level employees of the United States are not authorized to bind the United States. The President can bind the United States, and he has first level agents who have delegations of authority to do that on his behalf. They are the heads of at least three of the executive departments – Department of Homeland Security (legislative), Department of the Treasury (executive), and Department of Justice (judicial). This is a mini-government within a

government corporation. It governs under military rules using admiralty courts that implement the Law Merchant to satisfy the claims creditors have against debtors. Look for the Department of Homeland Security flag of jurisdiction at border crossings. It has a dark blue background with the circular seal of that department in the center.

Since none of the members of the legislatures or executive and judicial officers of the United States has the oath required by Article VI of the Constitution, the only way they would have a duty to you is through the oath of the President, the executive trustee on the trust created by the Constitution and the trust created by President Roosevelt. His position as President (Article 2 Section 1) comes in the Constitution before his position as Commander in Chief (Article 2 Section 2). His oath is required in Section 1, not Section 2. If you act like a surety for the United States instead of a beneficiary of the trust, his officers have no duty to speak, and their silence is not acceptance. If you act like a surety for the United States, you have a duty to speak, and your silence is considered to be acceptance. When the United States targets you to give it a loan, you can 1) not respond immediately and pay later, 2) refuse the instrument because it is defective, or 3) use your setoff as a distribution from the trust. You cannot use the setoff if you are holding the birth certificate in a filing cabinet. If all you have done is take the birth certificate, and have not paid (performed) when asked to pay, you have waived your beneficial interest in the trust and have agreed to be liable as a surety. That is a personal choice.

Acceptance for Value = Taken for Value

Issuing an instrument is not the same as issuing an instrument for value. Accepting an instrument is not the same as accepting an instrument for value. Generally, the issuer of an instrument is the one who has the duty to pay. If an instrument is issued for value, it appears its issuer is not actually a person entitled to enforce it, and may not even be a holder in due course of another enforceable instrument. He has no standing to demand payment or performance, but by issuing an instrument for value, he might be able to open a new account through the transferee's unqualified taking of the instrument. If the issuer can get the transferee to take the instrument with no conditions on the taking, the transferee is waiving the defects in the instrument he is taking. The main defect is that there is no consideration attached to the offer to contract. There is no value in it at the point it is issued. The issuer is looking for the transferee to provide the value. The issuer is looking for the transferee to provide the consideration for both sides of the transaction. By merely taking (accepting) the instrument, the transferee becomes an accommodation party. He receives no rights, no defenses, and no value for his agreement to lend his name and his credit to the transaction. He does not realize that there is a hidden value in the instrument that he can use to his advantage if he accepts it for value and returns it.

If the issuer succeeds in creating a new account (agreement) with the transferee, he might later be able to close that account through a forced payment or collection through a penal action in an administrative proceeding. The issuer has defenses if he issues the instrument for value, that he would not have if he had just issued the instrument. He has no authority to issue the instrument, so he has to issue it for value. He is giving a subtle notice by issuing it for value that the transferee has no legal duty

to pay or to contract. If the issuer were entitled to enforce the instrument, his instrument would refer to a preexisting contract in detail. Since the preexisting contract presumed to support this new simple contract is the application for the birth certificate, or a pledge of allegiance to the United States, or an application for a social security number, or an application for any number of other benefits granted by the United States, the new instrument must be issued for value. If he issues it referring to a nonexistent contract as its basis, he would not have defenses. He would be acting outside his delegation of authority. It appears “for value” may be translated into “to get value” or “to get consideration”. Example: The child acted out for attention, ie. to get attention. The man worked for money, ie. to get money. The issuer issues the instrument for value, ie. to get value.

The Black’s 4th definitions indicate another word for acceptance is “taking”.

Acceptance. The taking and receiving of anything in good part, and as it were a tacit agreement to a preceding act, which might have been defeated or avoided if such acceptance had not been made. Black’s 4th

Acceptance is tricky. No one is required to contract if he does not want to. Since there is a presumption that every man has previously agreed expressly or tacitly to be a surety for the United States, a naked acceptance appears to recognize that preceding act, whether it actually exists or not. The presumption can be defeated or avoided by not accepting (or taking) the offer. Not accepting is also tricky. If the presumption of suretyship is allowed to stand un rebutted, non-acceptance becomes acceptance. Acceptance puts the liability on the surety. A rebuttal must be through actions, not words. Acceptance for value and return for value is a rebuttal that overcomes the presumption. Refused for cause without dishonor does not overcome the presumption, but it does address defects in the instrument. If an instrument is refused for cause, it must address the right points, or the communication will be seen as a dishonor. It is an option, but it requires more understanding of statutes and rules of court than most people want to learn.

In 1966 the Oklahoma Supreme Court explained the importance of applying necessary elements to confirm that an instrument has been “taken for value”.

The first requirement is that the instrument be taken “for value.” It is clear that the defendant’s checks were taken by the plaintiff for value. ... Section 3-303 provides that a holder takes “for value” when it acquires a security interest in the instrument otherwise than by legal process. ... In this analysis of the evidence we have concluded that under the Commercial Code, supra, in Oklahoma the plaintiff took the checks “for value” as a matter of law. ... The jury should have been instructed as to each of these elements, and should have been advised that plaintiff had satisfied the first element of taking “for value.” Some of the instructions given by the court indicated that taking for value was an issue, and the instructions went further and stated that the bank would be taker “for value” to the extent it had a security interest in the checks. ... The element of “taking for value” was very material to the plaintiff’s case. Peoples Bank of Aurora v. Haar, 421 P.2d 817 (1966)

This case was about negotiable instruments, so Article 3 of the commercial code controls the meaning of “value”. The general definition of “value” in Article 1 does not apply generally to Article 3 Negotiable Instruments. A negotiable instrument can be a promise (a note) signed by a Maker, or it can be an order (a draft) signed by a Drawer. The person who is entitled to enforce the instrument is the one who decides if it is a promise or an order, unless its terms require it to be one or the other. This is a personal choice.

UCC 3-104. Negotiable instrument

E. An instrument is a "note" if it is a promise and is a "draft" if it is an order. If an instrument falls within the definition of both "note" and "draft", a person entitled to enforce the instrument may treat it as either.

UCC 3-103. Definitions

A. In this chapter:

3. "Drawer" means a person who signs or is identified in a draft as a person ordering payment.

5. "Maker" means a person who signs or is identified in a note as a person undertaking to pay.

The Oklahoma court referred to the Oklahoma commercial code as its source for determining if the checks had been “taken for value”. As with the general definition of “value” given at 1-201(44) of the commercial code, it will require close scrutiny to understand the various applications of 3-303. A basic principle of the natural order of things is that contracts are not valid if consideration is lacking. Before 1933 gold and silver, things, and promises of performance (energy) were consideration. Consideration was and still is anything sufficient to support a simple contract. A simple contract does not have to be written, but can be. If a contract is written and is not under seal, it is generally a simple contract. A contract under seal, it is not a simple contract. A signature is not required on a simple contract. If you take gold, silver, and things away from the list of what is consideration, the only thing left to be consideration for a modern-day contract is a promise.

UCC 3-303 Official Comment

The distinction between value and consideration in Article 3 is a very fine one. Whether an instrument is taken for value is relevant to the issue of whether a holder is a holder in due course. If an instrument is not issued for consideration the issuer has a defense to the obligation to pay the instrument. Consideration is defined in subsection (b) as “any consideration sufficient to support a simple contract.” The definition of value in Section 1-201(44), which doesn’t apply to Article 3, includes “any consideration sufficient to support a simple contract.” Thus, outside Article 3, anything that is consideration is also value. A different rule applies in Article 3. Subsection (b) of Section 3-303 states that if an instrument is issued for value it is also issued for consideration.

The Official Comment says – “If an instrument is not issued for consideration the issuer has a defense to the obligation to pay the instrument.” The reverse of that

statement is – If an instrument IS issued for consideration the issuer has NO defense to the obligation to pay the instrument.

Articles 1, 2, 4, 5, 6, 7, 8, 9 value = consideration
Article 3 issued for value = issued for consideration

The issuer on a demand from the United States is acting as an agent of the United States. The issuer on such an instrument is the United States. **If the United States issues an instrument for value, the United States has no defense to the obligation to pay the instrument.** That only applies, however, if the transferee properly endorses the instrument and returns it to the issuer. The banker for the United States is the Secretary of the Treasury. He or his agent should receive the endorsed and returned instrument. At that point, it is treated like a check and can be deposited to settle an account in the accrual bookkeeping system.

Acceptance and Acceptance for Value are not the same thing. Accepting an instrument without a qualified endorsement waives all defects there may be in the instrument, including the value, or lack of value, that comes with it. Remember - the Official Comments for 3-303 say – “If an instrument is not issued for consideration the issuer has a defense to the obligation to pay the instrument.” The reverse of that statement is – If an instrument IS issued for consideration the issuer has NO defense to the obligation to pay the instrument. If there is no value to support a demand instrument, it has to be issued to get value. A general acceptance of such an instrument successfully transfers the liability the instrument carries to the acceptor. Even if there is no value in the instrument for the acceptor to rely on, the acceptor is still liable. He has no defenses. He must pay it himself. Is he going to pay it with a check, or pay it with his prepaid account?

If the acceptor can see that the value is the commitment of the issuer to pay the instrument, then there is value in the instrument ----- as long as the instrument is accepted for that value!! Accepting an instrument for value and returning it is notice to the issuer that the endorser is not providing new value, but is converting the issuer’s obligation to pay the instrument into the value, thereby making the instrument negotiable. The instrument becomes the payment.

At the point the instrument is issued for value, it is not a negotiable instrument. At that point the definition of “value” in Article 1 applies. After it is received by the target, it becomes negotiable. At that point the definition of value changes to fit Article 3. The instrument, being negotiable, can be enforced by either party depending on what the transferee does with it. If he just holds it or argues about it, the issuer (United States) is entitled to enforce the instrument. If he A4V, he is entitled to enforce the instrument. That is a personal choice.

It is better to be a holder in due course of an instrument than the liable party on an instrument. A holder in due course is entitled to enforce the instrument. One can be a holder of an instrument (a hot potato) without being a holder in due course. An instrument issued for value is a hot potato to a holder. A holder has liability. A holder in due course has rights, but cannot acquire that position on an instrument

issued and transferred for value, unless he “takes the instrument for value” as said in (3-302(A)(2)(a) below, and returns it for value. It is still a hot potato. To be a holder in due course, the holder must meet all the elements listed in 3-302.

3-302. Holder in due course

A. Subject to subsection C of this section and section 3-106, subsection D, “holder in due course” means the holder of an instrument if:

1. The instrument when issued or negotiated to the holder does not bear such apparent evidence of forgery or alteration or is not otherwise so irregular or incomplete as to call into question its authenticity; and

*2. **The holder took the instrument:***

*(a) **For value;***

(b) In good faith;

(c) Without notice that the instrument is overdue or has been dishonored or that there is an uncured default with respect to payment of another instrument issued as part of the same series;

(d) Without notice that the instrument contains an unauthorized signature or has been altered;

(e) Without notice of any claim to the instrument described in section 3-306;

and

(f) Without notice that any party has a defense or claim in recoupment described in section 3-305, subsection A.

Negotiability

An instrument is not necessarily negotiable when it is issued, and the one who is holding it is not necessarily a holder in due course. All of the six requirements listed in 3-302(A)(2) must be met for one to be a holder in due course. The first is that the instrument be “taken for value”. According to the Oklahoma case, UCC 3-303 says a holder takes “for value” when it acquires a security interest in the instrument otherwise than through a judicial proceeding. Make a note of this – It is the holder who acquires a security interest in the instrument, IF he takes the instrument for value. It is not the issuer who has the security interest; it is the holder. The issuer has the liability. The holder can waive the security interest with a blank endorsement, or accept it with a qualified endorsement. With a qualified endorsement, the holder is accepting the security interest, not the liability.

Judicial court orders can transfer rights in property, creating a security interest in the title to the subject property, but that is not how it works with an instrument that is issued for value. An order for a judicial court-created security interest is not the type of instrument that a transferee would take for value; but, an order for an executive court-created security interest is a type of instrument that a transferee would take for value. United States courts are not judicial courts; they are territorial courts and were created through Article 1 Section 8 Clause 9 by the power granted to the Congress to “constitute Tribunals inferior to the supreme Court”. Their orders do not result in security interests through judicial proceedings.

A check is negotiable when it is transferred to a payee. It is a note because it is the Maker’s promise to pay the Payee. It is also an order to a third party, so it is a

draft signed by a Drawer. A named third party, the Payer, on a negotiable instrument has a duty to pay it if he is a party to a preexisting arrangement with the Drawer to do so. On a normal check, a bank is the Payer. The Drawer is the party ordering the payment on a draft. The Payee negotiates the check by endorsing it and presenting it to a bank for deposit. If the Payee and the Drawer bank at the same bank, the bank where the check is deposited can also be the Payer. The Payee is usually a holder in due course. If the check is lost, a person who finds it is not a holder in due course and is not entitled to enforce the instrument. The one who endorses it takes on the liability if the bank where it is deposited cannot collect on it. He has recourse against the Drawer. A check is not an instrument that the Payee would take for value, but the bank where it is deposited might take it for value, in the event it believes there may be difficulty in collecting on it. If you endorse a check "without recourse", you are giving notice that you do not agree to take on the liability, but you may not be able to convince a bank to accept it with that qualified endorsement. If you endorse a check with just your signature and present it to a bank for deposit, you are giving your rights as holder in due course over to the bank. You are also agreeing to take on the liability for the tax on that instrument.

An IOU is not negotiable, because there is no third party. An IOU is a promise to pay, and is signed by a Maker. The holder of an IOU can only present it for collection to the Maker. Other instruments that are notes (promises) are not necessarily negotiable either. United States Notes (promises) were originally negotiable because the holder could take them to any federal reserve bank (third party) and redeem them for gold or silver. Federal Reserve Notes are obligations of the United States that are not negotiable. They are promises to pay. They are obligations that are not redeemable. See 12 USC 411 as amended.

Federal Reserve Notes are considered to be a benefit U.S. citizens get to use within the United States. A promise can be value. Suffering can be value. A benefit can be consideration sufficient to support a simple contract. Using Federal Reserve Notes is considered taking advantage of a benefit (consideration) in exchange for rights the United States has to enforce the terms of a preexisting citizenship contract (a pledge). That is the implied basis for its agents to issue bills (instruments) to U.S. citizens, but they have to be issued for value. The terms of that pledge are the hidden basis for issuing instruments for value. There is a default presumption that every U.S. citizen has made a pledge to the United States and its statutes. Other than the issuer's obligation to pay an instrument that is issued for value, there is no value in the instrument, when it is issued. It is not negotiable when it is issued. It is seeking a negotiable instrument. An issuer has a defense for issuing instruments without consideration, if they are issued for value, and a promise previously made by the transferee (U.S. citizen) is due and has not been performed. The payment on the national debt is always due and has not been performed.

If an employee of the United States transfers a bill (instrument) for value to a U.S. citizen, the man who represents him might recognize that the bill has been issued for value so he can accept it for value and return it for value to close the account on behalf of the U.S. citizen. The U.S. citizen has a legal duty to pay the bill, and the man has a moral duty to close the account. He can close the account if he first

accepts for value the bill that was issued for value. When he does that, he has provided sufficient consideration that is needed to balance the implied consideration that was provided by the issuer. It is like for like. He is actually providing the consideration for both sides of the transaction, ie. the accrual bookkeeping system.

The instrument that is issued for value is the debit side of an accrual account looking for the credit side. Everything is backwards. Usually you make a deposit (credit) to your checking account before you write a check (debit) against the account. You start with the credit and then you can authorize a debit by writing a check. In the commercial system used in the United States, the debit appears to come first and you have to supply the credit to make the debit possible. The instrument is the credit, and your endorsement makes it the debit. If you accept that credit for value and return it with a proper endorsement, the instrument balances the account. If you give it a blank endorsement by just holding it, you have to send the issuer another instrument as the credit. To be safe, one who receives an instrument that has been issued for value has to get rid of it as soon as possible. Whoever is holding it, is liable for it. It is a hot potato.

If the holder fails to recognize that it was issued for value and gives it a blank endorsement, he has become the responsible party replacing the issuer. He becomes the issuer and transferor with the obligation, and the original issuer becomes the transferee. He has to supply the consideration to fund the instrument and close the account. He can do this by writing a check on an open bank account with sufficient funds and sending his check with the bill to the issuer. He can minimize or eliminate that liability by giving the instrument a qualified endorsement (A4V) and giving notice that the one taking the instrument from him has no recourse against him if the instrument ends up being uncollectible. It is uncollectible until he gives it some value. It was issued for value, ie. to get value, and it does get value when it is properly endorsed. The question is – who is entitled to enforce the instrument? – the original transferor or the original transferee? This is a personal choice.

Without Recourse

Mortgage companies endorse promissory notes issued by borrowers with the words – *Without recourse pay to the order of ABC Mortgage Company* – above the endorsement signature. That is a qualified endorsement. If ABC can get a third party to accept that paper under the conditions of the endorsement, the third party cannot go to ABC to enforce the instrument. Mortgage companies are almost always affiliated with a bank that will accept this kind of paper. “Without recourse” gives notice of non-acceptance of liability on the instrument. If the third party ever wants to seize the security supporting the instrument, it must skip ABC and go to the borrower who issued the instrument to ABC, who took the instrument in good faith and transferred it to the third party, who also took it in good faith. The security that backs the instrument stays attached to the instrument. A4V is a qualified endorsement. Adding the words – *without recourse* – takes you out of the picture as a responsible party. You are not an accommodating party if you use *without recourse* in your endorsement.

When an instrument is issued for value and accepted for value without recourse and returned for settlement and closure of the account, the third party (the Secretary of the Treasury = banker) has no recourse against the endorser. One might think that is good, but there is one more thing to consider. The people in the several states formed a society built on service. If you do not want to be part of that service plan, you can take yourself out of the transaction through the without recourse endorsement. If you want to be of service to the United States, and be seen as an ally, it might be good to agree to be responsible to aid and assist the United States in acquiring funds to pay its debt. It is up to you, but be fully informed and know exactly who you want to be before you endorse an instrument that is issued or transferred for value. This is a personal choice.

UCC 3-415. Obligation of indorser

A. Subject to subsections B, C, D and E of this section and to section 3-419, subsection D, if an instrument is dishonored, an indorser is obliged to pay the amount due on the instrument according to the terms of the instrument at the time it was indorsed, or if the indorser indorsed an incomplete instrument, according to its terms when completed, to the extent stated in sections 3-115 and 3-407. The obligation of the indorser is owed to a person entitled to enforce the instrument or to a subsequent indorser who paid the instrument under this section.

B. If an indorsement states that it is made "without recourse" or otherwise disclaims liability of the indorser, the indorser is not liable under subsection A of this section to pay the instrument.

47-3419. Instrument Signed for Accommodation.

(d) If the signature of a party to an instrument is accompanied by words indicating unambiguously that the party is guaranteeing collection rather than payment of the obligation of another party to the instrument, the signer is obliged to pay the amount due on the instrument to a person entitled to enforce the instrument only if (i) execution of judgment against the other party has been returned unsatisfied, (ii) the other party is insolvent or in an insolvency proceeding, (iii) the other party cannot be served with process, or (iv) it is otherwise apparent that payment cannot be obtained from the other party.

An accommodation party (U.S. citizen who accepts an instrument that is issued and transferred for value) is presumed to guarantee collection, as well as payment of the obligation of another party to the instrument. The accommodation party is only obligated to pay the instrument if one of the four criteria is met. One of them is that the other party (the one obligated on the instrument = United States) is insolvent or in an insolvency proceeding.

The issuer usually has the obligation to pay the instrument. Since he would be paying himself if the instrument is issued and transferred for value, and then accepted for value and returned for value, the circuity of the transaction results in a debit and a credit. That makes for a balanced account. Without the transferee's blank endorsement, the project does not work. Liability is not transferred. The issuer of an instrument that is issued for value has defenses; but if it is A4V and returned for

value, the issuer has no defenses. The issuer does not need defenses, if he closes the account, but if he does not want to give up, he could issue a second instrument for value to see if the endorser on the first one might change his mind and agree to take liability on the second one. An instrument issued for value could be a tax bill, or a complaint, or a penal action “indictment” on which the United States is the issuer and the liable party.

Issued or Transferred for Value – UCC 3-303

Under the definition of “value” in 1-201(44), a person gives value for rights if he acquires rights through several means listed in the subsections. A person gives value in return for any consideration sufficient to support a simple contract. Under Article 3 dealing with negotiable instruments, an issuer does not have to give value if he issues an instrument for value.

UCC 3-303 Official Comment

Thus, outside Article 3, anything that is consideration is also value. A different rule applies in Article 3. Subsection (b) of Section 3-303 states that if an instrument is issued for value it is also issued for consideration.

UCC 3-303. Value and consideration

A. An instrument is issued or transferred for value if:

- 1. The instrument is issued or transferred for a promise of performance, to the extent the promise has been performed;*
- 2. The transferee acquires a security interest or other lien in the instrument other than a lien obtained by judicial proceeding;*
- 3. The instrument is issued or transferred as payment of, or as security for, an antecedent claim against any person, whether or not the claim is due;*
- 4. The instrument is issued or transferred in exchange for a negotiable instrument; or*
- 5. The instrument is issued or transferred in exchange for the incurring of an irrevocable obligation to a third party by the person taking the instrument.*

B. “Consideration” means any consideration sufficient to support a simple contract. The drawer or maker of an instrument has a defense if the instrument is issued without consideration. If an instrument is issued for a promise of performance, the issuer has a defense to the extent performance of the promise is due and the promise has not been performed. If an instrument is issued for value as stated in subsection A, the instrument is also issued for consideration.

This section explains how an instrument is issued for value and transferred for value. There is no comma before the “or”, so “or” can mean “and” or “or”. The issuer is the party who is liable on an instrument until he can transfer his liability to another party.

UCC 3-105. Issue of instrument

A. “Issue” means the first delivery of an instrument by the maker [on a note – promise] or drawer [on a draft-order], whether to a holder or nonholder, for the purpose of giving rights on the instrument to any person.

The issuer of an instrument intends to give rights on the instrument to another person. That other person might be you if you endorse it properly. UCC 3-303 explains how the person you represent in commerce in the United States can start out being a target and end up being the one entitled to enforce the instrument.

UCC 3-103. Definitions

A. In this chapter:

- 3. "Drawer" means a person who signs or is identified in a draft as a person ordering payment.*
- 5. "Maker" means a person who signs or is identified in a note as a person undertaking to pay.*

An instrument can be issued and transferred for value to a holder by a drawer (if it is an order), or by a maker (if it is a promise). The transferee has to decide if the instrument is an order or a promise. If he understands his options, it would be better for him to make the instrument a promise. Then the issuer has an obligation to pay. The currency of the United States is based on promises, which are agreements. United States courts enforce agreements. Both parties can proceed on the basis of a simple contract. A simple contract does not have to be written, and does not require a signature. The transferee's signature will be presumed if it is not actually given.

If you want to contract with someone, you can send him an offer to contract to see if he wants to contract with you and if he accepts your terms. If he does not want to contract, he can return your offer and decline to contract. That is called non-assumpsit, or "I do not undertake". Assumpsit is an implied agreement to contract; thus, a simple contract. If he does want to contract with you but not on the terms you proposed, he can return the contract with different terms for your signature. You can terminate the negotiation by non-assumpsit at that point or propose different terms and return the contract for his signature. If one party decides to terminate the negotiations, he just returns the contract with no signature. That is the scenario if the parties do not already have an obligation to contract. If the transferee has an obligation based on a preexisting contract (signed or not), he has a duty to respond and may have a duty to respond in a certain way. The lowest position is the one who has a duty to pay because of a preexisting agreement.

Through citizenship, you are presumed to be in that position as a surety for the United States on the national debt, through a presumed promise of performance on a simple contract. A tax bill can be an instrument issued for value and delivered with the intent of transferring the liability of the national debt to the transferee. A civil complaint and a penal action "indictment" are also instruments that can be handled the same way. They are all looking for someone to accept liability. The following explains the first subsection of UCC 3-303.

UCC 3-303. Value and consideration

A. An instrument is issued or transferred for value if:

- 1. The instrument is issued or transferred for a promise of performance, to the extent the promise has been performed;***

*B. ... If an instrument is issued for a promise of performance [to a U.S. citizen], the issuer [United States] has a defense to the extent performance of the promise is due and the promise has not been performed.
If an instrument is issued for value as stated in subsection A, the instrument is also issued for consideration.*

Subsection B says the issuer has a defense if he issues an instrument for value and the promise is due and has not been performed, but if he issues it for value and the promise has not been performed because it is not due, he has no defense. If he issues an instrument and there is no promise, he has no defense. If a stranger is sent an instrument that is issued for value, and he does not pay it, he is not in default because he has no duty to pay it. If a surety is sent an instrument that is issued for value, and he does not pay it, he is in default and is in breach of his agreement to be surety. If performance is due and has not been performed, the agent issuing and transferring the instrument for value has a right to pursue collection. If you are presumed to be a surety for the United States through U.S. citizenship, and if an agent for the United States sends you a bill, what are your options? If you act like a surety, you have to pay. If you do not think you are a surety, you can refuse it for cause, but if you have done things in the past that make it look like you are a surety, refusal for cause is not the best option. If you are a stranger and you pretend to be a surety and “pay” the instrument using a security you have registered with a fiduciary in the United States, you are not in default.

3-303 says “An instrument is issued or transferred for value if the instrument is issued or transferred for a promise of performance, to the extent the promise has been performed.” It sounds like the instrument is a receipt for performance of a promise that has already been done. Why would one argue about receiving a receipt? This is a bifurcated statement. The first part says the instrument is issued for value, ie. to get value. The value being sought is a new promise of performance. The second part of the statement admits a promise has already been performed. Under the fiction that you have previously set up the person you represent as a surety, the United States is putting the best construction on the instrument. The issuer is assuming the promise of suretyship that has already been made will be performed on this new request. Now it is time to put up or shut up.

The principle of suretyship is not difficult to understand. Being a surety is not a one way street like being an accommodating party. An accommodating party lends his name and his credit to another person, but gets nothing in return. One who agrees to be a surety for another party would receive an asset from the one asking the surety for this service. For example, an officer may need two sureties before he can commence his official duties. He would find two people who agreed to be his sureties. They would sign a document (perhaps a bond) as sureties for the officer. The officer would give the sureties an asset, like a deed of trust, as a security for them in the event they would be required at some time to pay a debt for the officer. If the officer were a tax collector, and he died, all of his accounts would have to be settled. If there were no money in his accounts to payover the taxes he had collected, his personal property would be used to settle that debt. The United States and its creditors do not want to spend the time or money to liquidate the dead officer’s

personal property, so they just go to the sureties to collect. The sureties are required to pay immediately. Then the sureties, as holders in due course of the deed of trust, have the right to enforce the deed. They can sell the real property connected to that deed of trust, so they can be reimbursed. The dead officer's heirs cannot claim a right to that property, because the deed of trust the sureties hold is an enforceable instrument.

Sureties for the United States have the same options. Since the sureties are fictions, the people who represent those sureties can opt to use their pre-paid account to "pay" when they receive instruments that are issued and transferred to them for value. They do not have to pay with their public deeds, accounts, and cash of the persons they represent. If they do pay with public currency, they have the right to be reimbursed. If they opt to use their pre-paid account, they use the Secretary of the Treasury to setoff the debt. Either way, the surety stays in honor and performs according to his promise.

You have to make a choice. No action is a choice to be a surety, and to pay with public deeds, accounts, or cash. Do you want to try to prove you are not a U.S. citizen and a surety for the debt the United States owes its creditors? "I am not that person," is a defense many people have tried to use in the past with little success. Do you want to try to prove (as a presumed U.S. citizen and surety for the national debt) that you don't have to pay the instrument? Would it be easier to help them close that account? Suretyship is a fiction. It is based on an implied promise. If you were born on the land in Montana, you are one of the beneficiaries on the trusts created by the Constitution and President Roosevelt. Do you want to try to prove that in one of their penal action courts? That might be too much truth for a fiction court to deal with. That is also a defense that has been tried with little success.

The obligation the United States owes to you is based on a promise that is better than an implied promise. You have a certified copy of the security that acknowledges the obligation the United States owes to you. It evidences a promise even though the terms are implied and not actually expressed on the face of the birth certificate. Would it be easier to use one implied promise to set off another implied promise? If you accept their offer for value and return it for value, at least you have not given them an implied general acceptance of liability. If you are going to accept their offer, would it be better to do it on your terms? Fighting with them has not resulted in much success in the past. Is it possible it will be easier to close the account by going along with their implied contract (promise), bringing in another implied contract (promise), and letting them use you to close their books? This is a personal choice.

The second subsection of 3-303 deals with a security interest that is inherent in every instrument that is issued and transferred for value.

UCC 3-303. Value and consideration

A. An instrument is issued or transferred for value if:

2. The transferee acquires a security interest or other lien in the instrument other than a lien obtained by judicial proceeding;

The transferee is the person to whom the instrument is delivered. It is the transferee who has the option of acquiring a security interest in the instrument that was delivered to him. A hundred years ago if a man borrowed 200 dollars from a bank, he would receive 200 dollars of silver or its equivalent in bank notes. That would be the bank's consideration. The man would sign a note and give it to the bank. That would be the man's consideration. The bank acquired a security interest in a thing – maybe the man's farm, not through judicial proceeding, but through the intentional action of the man. If the man did not repay the 200 dollars, his note would be evidence of the promise that he had breached. The bank could send the man a demand for payment. That demand for payment would NOT be an instrument issued for value, because the bank actually had the man's written and intentional promise. The man did NOT acquire a security interest in the demand instrument from the bank. The man could NOT accept that demand for value and return it for value to settle the account.

In today's commercial system, when Mr. Tax Man (an agent for the United States) sends a U.S. citizen a demand for payment, he does not have a man's intentional written promise to pay. He has to issue the instrument for value; and the transferee automatically acquires a security interest in the instrument. This security instrument is not obtained by judicial proceeding. Assuming the transferee accepts the instrument and does not pay it, the United States becomes the transferee and acquires a security interest in the instrument. The positions switch. It is assumed the transferee has given it a blank endorsement via his unqualified acceptance (his silence) and then issued the instrument back to the United States. The new issuer is obligated to pay the instrument. If he had recognized the instrument as one that was issued for value, he would have known he had to A4V and return it for value to give notice he intended to enforce his security interest in that instrument.

Even when the United States gets a judgment in its favor from a United States court, it does not acquire a security interest through judicial proceeding. United States courts are executive courts and have no authority to issue judicial orders. If an appeal on an administrative order based on an instrument that had been issued for value and A4V were properly brought in an actual judicial court, the judicial court would have to rule in favor of the petitioner, but that will not happen. There are administrative procedures to settle these cases before they get to a judicial court. Some CID offices are appeals offices, and the officers who work there have the authority to investigate the facts of a commercial settlement, and actually do the accrual bookkeeping and close the accounts. If the appeals office does not close the account, or if it closes the account but does not give notice to the parties and the public, there is a higher office that can handle an appeal from an appeals office action or inaction. Every agency of the United States has an Inspector General who has a duty to detect and prevent fraud, waste, and abuse. If the facts of your settlement get to his office, his position as a direct appointee of the President requires him to assure there is no fraud, no waste, and no abuse. *The book 39 IRS Arguments that Don't Work and Why explains Inspector General functions in more detail. It can be found on www.lulu.com.*

A corporation issuing a stock certificate, bond, or other security is obligated to pay the instrument. The corporation (issuer) is liable to pay according to the terms of the certificate, bond, or other security, which are instruments that might be negotiable, or they might be non-negotiable, at the time they are issued. If an instrument is intended to be negotiable, a third party must enter the process. A promissory note for a mortgage is issued by a borrower, who is the maker. It appears to be a two-party instrument, like an IOU. The maker usually does not expect his note to be negotiated, but it is. He is making a promise and giving the legal description of the land he is buying as security for his promise. He necessarily must already have an interest in the legal description through the purchase agreement, for him to be able to pledge that legal description on a deed of trust, as security for his promissory note. The deed of trust is an unnecessary component of the loan process, because the promissory note is sufficient to fund the loan. The promissory note is given by the borrower to the “lender”, which becomes the transferee and acquires a security interest in the note and in the legal description pledged as security. The lender is not obtaining a security interest through judicial process. It acquires the security interest in the instrument through voluntary transfer by the borrower. The security interest is the value. The promise is value. The subsequent payments are value. The subsequent seizure of the property in foreclosure is value. The borrower is supplying all the value. The maker on the promissory note is expecting to receive value from the lender, and the lender is expecting to receive rights in the property being pledged as security for the loan. The lender negotiates the note and transfers its rights and obligations in the note to a bank (a third party) that takes the note for value along with rights in the security. The definition of value in Article 1 of the UCC used that process as one of the examples of “value”.

UCC 1-201(44) ... a person gives “value” for rights if he acquires them:

(b) As security for or in total or partial satisfaction of a preexisting claim:

Both parties to an instrument give value and get rights. A lender gives value to the borrower in the form of banking services, in exchange for rights the lender receives in the promissory note. The borrower gives value to the lender in the form of a man’s signature, in exchange for rights to use currency in the public. The birth certificate is an instrument that gives value in exchange for rights. It is also an instrument that is issued based on value received, and represents rights that are given back in exchange. Rights in the birth certificate as a security are only available to the man on the public side, but he needs a fiduciary on the public side to hold the security for him. The man cannot use the birth certificate on the public side. He is substance, and the public side is fiction. He cannot go there.

The birth certificate is an instrument that is seen from two different perspectives. From the public side, the birth certificate is a security interest in the labor of the U.S. citizen the certificate represents, based on the U.S. citizen’s pledge to the United States. From the private side, the birth certificate is a security interest in distributions from the trusts established by the Constitution and by President Roosevelt in 1933. On the public side, the United States has an antecedent claim against the U.S. citizen’s labor through the preexisting contract (pledge). On the private side, the man

has an antecedent claim against the United States through the preexisting contract (Constitution and the Article VI and Article II oaths).

Mortgage notes disclose the existence of an antecedent claim with the words “For a loan I have received ...” in the first line of the borrower’s written promise. The borrower has not received a loan at that point, but nonetheless he is promising to pay on some preexisting loan (national debt) on every mortgage note he signs. A man gives value through his signature on a note, in exchange for rights to future setoff. He acquires his right to future setoff as security for or in partial satisfaction of a preexisting claim he has through his position as beneficiary on the trusts created by the Constitution and President Roosevelt. It is this beneficiary position that you are using when you A4V. There is no value in an instrument that is issued for value when it is issued. It is issued to get value. An instruments that are issued for value is very different than the kind of instrument you sign as a borrower. You are providing value in your instrument at least twice. You are giving the other party a written promise to pay and putting up security (legal description), and you are admitting you have already received a loan. In an instrument that is issued for value by the United States, there is no express promise to pay you, and there is no security given to you when you receive it. The only way you can make that instrument payable to you is to A4V so you can enforce your security interest in that instrument.

When an instrument is issued by an agent of the United States based only on an implied promise, it has to be issued for value, or the issuer would have no defenses against a claim of fraud or abuse. The transferee has a security interest in the instrument if the issuer cannot produce an antecedent claim based on a preexisting contract, which the issuer cannot do. If he could, it would not be issued for value. If the instrument is not accepted for value, and then returned for value, the transferee waives his security interest in the instrument and waives his position as holder in due course with the right to enforce the instrument. The issuer has the liability until someone else takes on the liability. That is supposed to be the transferee, if the agent’s plan works.

Transfer means moving something by a transferor to a transferee; from one place to another place. In commerce, a transferor is usually attempting to transfer his liability to the transferee, which is fine if he is also transferring the security interest along with the liability. In the United States, it is presumed the transferee (U.S. citizen) has an obligation on a preexisting contract (pledge) to pay an instrument as the result of another party (international bankers) having a direct or indirect antecedent claim against the transferee. It could even be a preexisting claim against the transferee’s (U.S. citizen’s) creditor (United States).

This is where “public” and “private” become hazy. When the United States is dealing with its sureties (U.S. citizens), you are looking at a public relationship controlled by public policy. The people are not under public policy. France is not under public policy of the United States either. When the federal United States is dealing with the country of France, the relationship is governed by the laws of nature. It is by private agreement. When corporate United States is dealing with corporate France, the relationship is governed by the Law Merchant. That is also by private

agreement, but under a different set of laws. When the United States is dealing with its creditors, you are looking at a private relationship between corporate United States and other corporate persons that supposedly made loans to corporate United States. The Law Merchant governs commercial actions among corporate nations. It is public law, but the law of the individual contracts corporate United States has with those other corporate persons, is private law. When the national United States is dealing with its corporate subdivisions (State of ___), that relationship is governed by public law. The law of the contracts corporate United States has with its corporate subdivisions is administered by public policy. The law of the relationship the national United States has with its officers, agents, and employees is controlled by public law through statutes. The law of the relationship between the federal government and the people in the several states is the Constitution. This is a private arrangement. The people cannot have public contracts with corporate United States. They already have a private arrangement that puts the people as beneficiaries, and the President as the executive trustee. These are all relationships that are governed by some kind of law; often a law that is not even considered by one of the parties.

People – people = private law (agreements)

Several States – people = private law (state constitutions)

Federal United States – people = private law (Article VI oaths)

U.S. citizens – people = private law (agreements)

Corporate United States – people = private law (agreements)

International lenders – people = no relationship

Federal United States – several states (Ohio) = private law (Constitution)

Federal United States – other countries = private law (treaties)

Corporate United States – international lenders = private law (agreements)

Federal United States – foreigners = private law (law of nature and nature's God)

National United States – U.S. citizens = public law (statutes)

National United States – members States (State of Ohio) = public law (statutes)

Corporate United States – other nations = public law (international Law Merchant)

National United States – foreigners = public law (international Law Merchant)

Technically, a U.S. citizen has no direct obligation to the international bankers, so their presumed claim against the U.S. citizen is initially a failure. If the United States can get its surety (U.S. citizen) to acknowledge the claim being made by the international creditors, through the process of novation, the objective can be accomplished; the objective being that the U.S. citizen has voluntarily taken on the liability of the national debt. That is going to be in the capacity of 1) an accommodation party, or 2) a surety. Sureties have rights; accommodating parties don't. That would be a political election, and only the person can make that choice. Since you are representing a U.S. citizen, it is your choice.

When the transferee receives an instrument issued and transferred for value, he has options. He can 1) accept it and pay it, 2) refuse it for cause and return it, or 3) accept it for value and return it as payment. The transferee gets an implied security interest (consideration) that he can enforce against the security the issuer is supposed to be passing on to the transferee. By operation of law, the instrument must carry the issuer's obligation to pay it.

UCC 3-303 Official Comment

If an instrument is not issued for consideration the issuer has a defense to the obligation to pay the instrument.

UCC 3-303 Official Comment

Thus, outside Article 3, anything that is consideration is also value. A different rule applies in Article 3. Subsection (b) of Section 3-303 states that if an instrument is issued for value it is also issued for consideration.

To avoid fraud, the instrument has to be issued for value. It gives the transferee (a U.S. citizen) a security interest in the instrument. The only piece of paper a man has the is proof of the security interest he has is the birth certificate. It has no value on the private side, but it does on the public side if he deposits with an appropriate banker, who can then be the man's securities intermediary, and the man can be the entitlement holder. This is explained in UCC Article 8 in the 500 series. The following insert is taken from Wikipedia, an online dictionary.

Operation of law - *The phrase "by operation of law" is a legal term that indicates that a right or liability has been created for a party, irrespective of the intent of that party, because it is dictated by existing legal principles. ...*

Events that occur by operation of law do so because courts have determined over time that the rights thus created or transferred represent what the intent of the party would have been, had they thought about the situation in advance; or because the results fulfilled the settled expectations of parties with respect to their property; or because legal instruments of title provide for these transfers to occur automatically on certain named contingencies.

Rights that arise by operation of law often arise by design of certain contingencies set forth in a legal instrument.

Rights or liabilities created by operation of law can also be created involuntarily, because a contingency occurs for which a party has failed to plan (e.g. failure to write a will); or because a specific condition exists for a set period of time (e.g. adverse possession of property or creation of an easement; failure of a court to rule on a motion within a certain period automatically defeating the motion; failure of a party to act on a filed complaint within a certain time causing dismissal of the case); or because an existing legal relationship is invalidated, but the parties to that relationship still require a mechanism to distribute their rights (e.g. under the Uniform Commercial Code, where a contract for which both parties have performed partially is voided, the court will create a new contract based on the performance that has actually been rendered and containing reasonable terms to accommodate the expectations of the parties).

Because title to property that arises by operation of law is usually contingent upon proof of certain contingencies, and title records may not contain evidence of those contingencies, legal proceedings are sometimes required to turn title that arises by operation of law into marketable title.

Your Order that the birth certificate be deposited by a securities intermediary makes it a security. It appears that the birth certificate is not an actual security until it passes to a second holder, ie. from the issuer (State of ___) to the Department of Commerce of the United States. The United States uses the certificate until you decide you want to use it. You have the priority right to it as a security for the obligation the United States has to you. It was issued to you.

UCC 8-102(a)(15) “Security,” except as otherwise provided in Section 8-103, means an obligation of an issuer or a share, participation, or other interest in an issuer or in property or an enterprise of an issuer:

- (i) which is represented by a security certificate in bearer or registered form, or the transfer of which may be registered upon books maintained for that purpose by or on behalf of the issuer;*
- (ii) which is one of a class or series or by its terms is divisible into a class or series of shares, participation, interests, or obligations; **and***
- (iii) which:*
 - (A) is, or is of a type, dealt in or traded on securities exchanges or securities markets; **or***
 - (B) is a medium for investment and by its terms expressly provides that it is a security governed by this Article.*

Depositing the birth certificate (security) makes the secretary of the treasury a securities intermediary.

UCC 8-102(a)(14) “Securities intermediary” means

- (i) a clearing corporation: or*
- (ii) a person, including a bank or broker, that in the ordinary course of its business maintains securities accounts for others and is acting in that capacity.*

He is holding something of value (a financial asset = birth certificate = security) in a securities account for you.

UCC 8-501

- (a) “Securities account” means an account to which a financial asset is or may be credited in accordance with an agreement under which the person maintaining the account undertakes to treat the person for whom the account is maintained as entitled to exercise the rights that comprise the financial asset.*
- (b) Except as otherwise provided in subsection (d) and (e), a person acquires a security entitlement if a securities intermediary:*
 - (1) indicates by book entry that a financial asset has been credited to the person’s securities account;*
 - (2) receives a financial asset from the person or acquires a financial asset for the person and, in either case, accepts it for credit to the person’s securities account; or*
 - (3) becomes obligated under other law, regulation, or rule to credit a financial asset to the person’s securities account.*

His acceptance of your financial asset makes you an entitlement holder with a securities entitlement.

*UCC 8-102(a)(9) “**Financial asset**,” except as otherwise provided in Section 8-103, means:*

- (i) a security;*
- (ii) an obligation of a person or a share, participation, or other interest in a person or in property or an enterprise of a person, which is, or is of a type, dealt in or traded on financial markets, or which is recognized in any area in which it is issued or dealt in as a medium for investment; or*
- (iii) any property that is held by a securities intermediary for another person in a securities account if the securities intermediary has expressly agreed with the other person that the property is to be treated as a financial asset under this Article.*

*UCC 8-102(a)(17) “**Security entitlement**” means the rights and property interest of an entitlement holder with respect to a financial asset specified in Part 5.*

*UCC 8-102(a)(7) “**Entitlement holder**” means a person identified in the records of a securities intermediary as the person having a security entitlement against the securities intermediary.*

Official Comment

Because many of the rules of Part 5 impose duties on securities intermediaries in favor of entitlement holders, the definition of entitlement holder is, in most cases, limited to the person specifically designated as such on the records of the intermediary. The last sentence of the definition covers the relatively unusual cases where a person may acquire a security entitlement under Section 8-501 even though the person may not be specifically designated as an entitlement holder on the records of the securities intermediary.

You can give him another bond written against the security (bond = birth certificate) he is holding. A promissory note can be written against the bond that is written against the security. Such a promissory note would be an order from the entitlement holder to the securities intermediary to use the security he is maintaining for a specific purpose.

*UCC 8-102(a)(8) “**Entitlement order**” means a notification communicated to a securities intermediary directing transfer or redemption of a financial asset to which the entitlement holder has a security entitlement.*

UCC 8-505. Duty of Securities Intermediary with Respect to Payments and Distributions.

(a) a securities intermediary shall take action to obtain a payment or distribution made by the issuer of a financial asset. A securities intermediary satisfies the duty if:

- (1) *the securities intermediary acts with respect to the duty as agreed upon by the entitlement holder and the securities intermediary; or*
 - (2) *in the absence of agreement, the securities intermediary exercises due care in accordance with reasonable commercial standards to attempt to obtain the payment or distribution.*
- (b) *A securities intermediary is obligated to its entitlement holder for a payment or distribution made by the issuer of a financial asset if the payment or distribution is received by the securities intermediary.*

Since securities intermediaries have obligations to entitlement holders, the securities intermediaries must have capacity to act. That is done under the premise that a securities intermediary is declared in the commercial code to be a purchaser for value. The indirect holding system of the United States would not function as expected if the securities intermediary did not have capacity to act. Without the rights of an owner or a purchaser, the securities intermediary would be powerless to act in the intended manner.

UCC 8-116 Securities Intermediary as Purchaser For Value

A securities intermediary that receives a financial asset and establishes a security entitlement to the financial asset in favor of an entitlement holder is a purchaser for value of the financial asset.

Official Comment

This section is intended to make explicit two points that, which implicit in other provisions, are of sufficient importance to the operation of the indirect holding system that they warrant explicit statement.

First, it makes clear that a securities intermediary that receives a financial asset and establishes a security entitlement in respect thereof in favor of an entitlement holder is a “purchaser” of the financial asset that the securities intermediary received.

Second, it makes clear that by establishing a security entitlement in favor of an entitlement holder a securities intermediary gives value for any corresponding financial asset that the securities intermediary receives or acquires from another party, whether the intermediary holds directly or indirectly.

...

In many cases a securities intermediary that receives a financial asset will also be transferring value to the person from whom the financial asset was received. That, however, is not always the case.

Payment may occur through a different system than settlement of the securities side of the transaction, or the securities might be transferred without a corresponding payment, as when a person moves an account from one securities intermediary to another.

Even though the securities intermediary does not give value to the transferor, it does give value by incurring obligations to its own entitlement holder. Although the general definition of value in Section 1-201(44)(d) should be interpreted to cover the point, this section is included to make this point explicit.

If the transferee actually is a party to a preexisting contract, he must pay it or refuse it for cause, due to some defect in the collection process. Even if he is presumed to be a party to a preexisting contract, he has the option of renegotiating the terms of that contract, or introducing a new contract. If he just accepts the instrument and does not timely 1) pay it or 2) refuse it for cause and return it, he is in default. The reason he can refuse it for cause and return might be that there is some doubt as to whether the transferee is actually liable for an antecedent claim on a preexisting contract. There is also some doubt that the proper procedures were used to transfer the debt to the transferee.

Option 1 requires the transferee to part with possessions, such as cash, digits in a bank account, or titles to things. Option 2 requires the transferee to understand a great deal about court procedures and the ability to think on his feet if he participates in a court proceeding. Option 2 is very useful to those who have learned the mechanics of the administrative courts. It is also useful if the transferee starts an immediate dialogue with the issuer as soon as the instrument is delivered. The focus for this option must be on due process. It cannot present arguments about the existence of the obligation or the amount of the obligation, but can present questions about proper collection procedures. Option 3 requires knowledge of who you are and how to enforce your rights.

If the instrument is issued for value, it can be accepted for value because it comes with a security interest built into the instrument. If the transferee accepts the instrument for value and returns it for value, he is acknowledging the instrument was issued for value. He is informing the issuer that he intends to renegotiate the terms of the implied simple contract (that he is a surety) or introduce terms for a new contract. On a new contract, the issuer can be made to acknowledge that he is liable for the instrument he issued. If the issuer has defenses, he will be OK. An issuer's defenses normally would be the record of the antecedent claim on the preexisting contract, but he might have to produce it. Since it is a simple contract, it will be difficult to produce. The evidence of that simple contract is signed applications for the birth certificate, for the social security number, for licenses, for passports, for permits, for bank accounts, etc. If the preexisting claim resulted from an implied contract that the transferee is a surety, the issuer will not want to produce it. If the United States issues and transfers an instrument for value, it runs the risk of having it returned for value, putting the liability back on the United States, which has no choice but to close the account. It has no actual antecedent claim based on a preexisting contract.

The issuance of an instrument with nothing to base it on, normally would be a violation of commercial principles and would be fraud, but under Article 3, an instrument can be issued for value to avoid the normal penalty for fraud. It is the transferee's choice as to how it will all turn out. He determines if the instrument is a promise or an order, if it is negotiable or non-negotiable, and if it is a payment or a security for an antecedent claim he has against the issuer, or if it is a security for an antecedent claim the issuer has against him. His endorsement will inform the issuer of what he intends to do. He has the option of accepting it for value and settling the account to close the books. He can even send an additional promissory note with the return of the instrument he has accepted for value. It would not hurt for him to do

this, so the United States does not suffer because of the actions of one of its agents. If he refuses the instrument for cause and returns it, it is possible one of those agents will cause the United States to suffer a financial loss. It might be better to be seen as one who aids and assists the United States in its time of emergency, rather than one who does not.

Subsection 3 of 3-303 deals with options the transferee has when an instrument is issued for value and transferred for value to him.

UCC 3-303. Value and consideration

A. An instrument is issued or transferred for value if:

3. The instrument is issued or transferred as payment of, or as security for, an antecedent claim against any person, whether or not the claim is due;

UCC 3-303 says an instrument is issued or transferred for value if it is issued or transferred 1) as if it were a payment of, or 2) as if it were a security for, an antecedent claim against any person; and it does not matter if the claim is due. The “antecedent claim against any person” can be and usually is, the claim international lenders have against the United States. U.S. citizens are sureties for that debt, and the United States is the principal. When a surety is called upon to pay his principal’s debt, a demand for payment has already been made of the principal. For whatever reason the principal did not pay when the demand was made, so the attention then turns to the sureties. The sureties are required to pay immediately. Since U.S. citizens have not expressly signed on as sureties for the United States, demand can only be made for value. The United States acting for its creditors, can make demands for value, ie. for loans. When the surety (transferee) receives a demand for value, the demand needs an endorsement to make it negotiable. The issuer is looking for the transferee to supply the endorsement. That can be a blank endorsement or a qualified endorsement. The choice is yours.

The instrument can be issued or transferred for value as a payment or as a security. The endorser decides which it is. The antecedent claim can be against any person, not necessarily against the transferee. That “any person” can be the United States for the national debt if the transferee is a surety for the United States. If the transferee agrees to be surety, he has an obligation to pay the instrument immediately. If the transferee gives the instrument to the man who represents him, he can use the commercial rules to A4V the instrument and return it for value and for closure of the account. Either way, the transferee has an obligation to do something with the instrument.

“Giving value” from 1-201 is not the same as “transferring for value” from 3-303. The transferor (issuer) in 303 usually wants to get a valuable consideration back for an instrument he issues for value, and he wants a new contract on which he or the person he represents is the creditor. An issuer for value has no preexisting contract and no antecedent claim that authorizes him to issue an instrument, so he issues it for value and delivers it to someone (the target) with the hope that the receiver will accept it without conditions. The one who receives an instrument issued for value does not have to accept the liability attached to it, unless he has an obligation to

accept the liability. If there is no obligation, the transferee can view the instrument as a payment, and return it with a proper endorsement to pay the instrument and to close the account. The instrument pays the instrument! The issuer pays the issuer! Confusing, isn't it?

The instrument can also be an offer to contract, and no one is required to contract if he does not choose to do so. The presumption that everyone is obligated to enter these contracts is based on an implied simple contract. That is not a very strong position.

When an instrument issued for value is received and retained, it is accepted as though the receiver has given it a blank endorsement, and the transfer of liability has been successful. A blank endorsement waives all the defects, and the main defect in an instrument issued for value is that there is no security attached to it. If it were not for the inherent security interest in the instrument itself, the whole project would be fraud. The issuer is not giving value; he is seeking value. The issuer is not giving consideration; he is seeking consideration. These abnormalities can be cured if the transferee gives it a qualified endorsement as a payment and returns the payment for closure of the account. After acceptance through a blank endorsement, the issuer's consideration is presumed, and the endorser is liable on the instrument. A commitment (implied or express) by the transferee (to take on the liability) through a general acceptance would be a valuable consideration on his part, and would result in a binding contract. He is then obligated on the instrument to make immediate payment.

Subsection 4 of 3-303 deals with negotiable instruments. The issuer is seeking a negotiable instrument in return for the instrument he is transferring to the transferee. In most cases, the transferee does not know that the instrument itself is going to be made negotiable. The transferee is the only one who can decide what endorsement is going to be on the instrument.

UCC 3-303. Value and consideration

A. An instrument is issued or transferred for value if:

4. The instrument is issued or transferred in exchange for a negotiable instrument; or

UCC 3-303(A)(4) says an instrument is issued or transferred for value if it is issued or transferred in exchange for a negotiable instrument. The issuer wants to exchange his instrument for a negotiable instrument. You can send him a check, which is negotiable. You can retain his instrument, which is an acceptance waiving the defects and giving it a blank endorsement, which makes the instrument negotiable. You can return his instrument as a payment with a proper endorsement, which makes it negotiable. The issuer gets what he wants, sort of.

At the time an instrument is issued for value, it has no value until the transferee endorses it. When you endorse it with a blank endorsement by mere acceptance, you have turned it into a negotiable instrument, and you are the new issuer. The initial issuer now has a security interest in your negotiable instrument, and he can negotiate

it for payment. He is entitled to enforce the instrument, instead of you. When an instrument is just issued (check or promissory note), it has value because it contains an order or a promise and is backed by a security, some sort of promise. Checks are backed by digits in an account that represent Federal Reserve Notes, which are obligations of the United States. Promissory notes are back by the promise of future labor. In the case of a check, the value is the promise on the part of the issuer and the order to a third party to pay it. If you cannot tell on the face of the instrument if it is a promise or an order, it can be treated as either. When the payee receives a check, it is a promise. When he negotiates it by endorsing it and delivering to a bank, it is an order. If the check is negotiated at the bank on which it is written, and there are sufficient digits in the account to cover the check, that bank can take the instrument, and does not have to take it for value. If the check is negotiated at a different bank, the bank can take the instrument for value, because it does not know if the check is good. It does not know if it can collect on the check. If the bank gives its depositor cash immediately upon deposit, the bank may not be able to collect from the maker's bank. It would then have to retrieve the value of the check from its depositor. To avoid such problems, the bank will usually give notice that the funds will not be available to its depositor until the bank has collected on the check from the maker's bank. In that case, the bank would be taking the instrument for value. It would be seeking value, and would not be making a commitment to honor the check unconditionally.

If someone just accepts an instrument issued by an agent of the United States for value and does not immediately pay it, he is in default. If he were to accept it for value and return it to the issuer's banker (Secretary of the Treasury) with a qualified endorsement (not a blank endorsement), the issuer would have no recourse against the one who endorsed and returned the instrument. The qualified endorsement is – Accepted for Value Exempt from Levy signature Date ____ Exemption Identification Number 123456789 Deposit to the U.S. Treasury and charge the same to _____ .

The value of the instrument can be charged to JOHN H DOE 123-45-6789 if it is the birth certificate. The value can be charged to a clerk of court for case # ____ . It can be charged to the Commissioner of Internal Revenue Service for account # 123-45-6789 if it is a tax bill. Electric bills have the bank routing numbers and amount of the voucher printed in magnetic ink right on the bottom of the bills. The utility companies are actually sending you the voucher to pay the bill with the statement every month. Even so, they might decide to turn off your service if you do not send them a "thank you" check in addition to returning the voucher with your proper endorsement. IRS also sends the voucher on the final demand before lien or levy. A voucher can be "a written record of expenditure, disbursement, or completed transaction, or it can be a written authorization or certificate, especially one exchangeable for cash or representing a credit against future expenditures". It would need to be endorsed before submitting it as a credit. A blank endorsement puts the liability on the endorser. A qualified endorsement puts the liability on the issuer.

Until someone gives an endorsement, an instrument issued for value is not negotiable. If the transferee makes the instrument negotiable as a security with a

blank endorsement, the transferee must pay it. He can give it a qualified endorsement by accepting it for value, to make it a payment. When it is subsequently presented to a third party (banker), it is an order from the maker to the third party to pay it. The instrument issued for value becomes the very payment that pays it. If the transferee gives it a blank endorsement (by his silence) and does not return it with his check, he makes the instrument his promise and also makes the instrument negotiable as a security. Whoever has a right to enforce it can negotiate it. If the transferee has no idea what to do with it, he might inadvertently make it a security and commit himself to pay it. It is his choice. There is a price for ignorance. Ignorance is not stupidity; it is lack of knowledge. If an instrument is issued and transferred for value, the person who is the transferee can make it the issuer's note (promise) and the transferee's draft (order). The transferee can be the one entitled to enforce the instrument if he gives it a proper endorsement. If he does not, the transferor is the person entitled to enforce the instrument, and he will enforce it.

A case designed to seize property of a U.S. citizen is called a penal action. It is not civil, and it is not criminal. It is based on violation of statutes that were implemented to facilitate collections from U.S. citizens to pay the national debt. Libels of information are used to obtain arrest warrants from the clerks of executive courts so the proceeding can be commenced. These are not cases; they are proceedings. *The book 39 IRS Arguments that Don't Work and Why explains this process in much more detail. It can be found on www.lulu.com.*

When an indictment (true bill), which is actually a libel of information, or other bill is presented to a U.S. citizen by the United States, an obligation on a preexisting claim against the United States (national debt) is being transferred to the transferee (surety - defendant or debtor). The bill is issued for value. The endorser is expected to create the "money", both for the payment or for the security. The United States wants the U.S. citizen to supply the value. There is no actual security, antecedent claim, or preexisting contract behind it. No money is needed if the transferee treats it as a payment and sends it to the issuer's banker with a qualified endorsement. This puts the endorser in the driver's seat and makes him the party entitled to enforce the instrument. On the other hand, no money is needed if the transferee treats it as a security by giving it a blank endorsement and keeping (holding) it. This puts the issuer or his principal in the driver's seat and entitles the principal to enforce the instrument.

Since 1933, the only money in circulation is money of account that is created on demand at the time it is needed to satisfy an immediate need. If a bill is issued with nothing to secure it, it has to be issued for value, because the money to pay it (promise to back it) has not been created. If the transferee receives a bill and does not pay it immediately, he is in default. Some say the reason it cannot be paid is because no check to pay it was included with the bill. The instrument is the check if it is taken as a payment, made negotiable with a proper endorsement, and turned into a draft (issuer's order). If the transferee accepts it for value and returns it to the issuer's banker (Secretary of the Treasury) as payment to balance the books and close the account, he is not in default. Since it was issued for value, and transferred for value,

it can be accepted for value. To be a holder in due court, the endorser must take (accept) the instrument for value. See 3-302. Holder in due course above.

Under Article 3, if an instrument is issued for value, it is also issued for consideration. The issuer either gives the consideration through the instrument, or issues the instrument for value to receive the consideration from the transferee. When an instrument is accepted (taken) for value, it can be returned to pay the bill, and the transaction is finished. All the required bookkeeping entries for an accrual bookkeeping system can be made based on the offer for value and the acceptance for value. This bookkeeping cannot be done if the bill is not returned with an appropriate endorsement though. If the bill is not returned, the bookkeeper has an unbalanced account. All accounts must be closed at the end of the business day in an accrual system. An unbalanced account necessitates entries into the accounts payable and accounts receivable ledgers. If you are the cause of a payable, you are also responsible for the receivable, so your retention of the instrument is deemed to be a blank endorsement. If you do not balance that account, an executive court will do it for you. That usually results in a statutory penalty being applied against you through the U.S. citizen you represent.

Subsection 5 of 3-303 deals with irrevocable obligations. The transferee is expected to enter that obligation voluntarily and take on the liability of both the instrument and the payment needed on the national debt.

UCC 3-303. Value and consideration

A. An instrument is issued or transferred for value if:

5. The instrument is issued or transferred in exchange for the incurring of an irrevocable obligation to a third party by the person taking the instrument.

An instrument can be issued or transferred in exchange for the incurring of an irrevocable obligation to a third party by the person taking the instrument. This is a very easy to understand section. If the issuer (United States) issues or transfers an instrument for value on behalf of a third party (international creditors), and if he (United States) is fulfilling a promise (reorganization plan) on an antecedent claim (national debt) the third party (international creditors) has against the issuer (United States), his (United States) purpose is to exchange the instrument for an irrevocable obligation (the U.S. citizen's) to that third party (international creditors) by the person taking the instrument (U.S. citizen).

If the transferee (U.S. citizen) has an obligation to the issuer (United States), and the issuer (United States) can provide the third party (international creditors) with an irrevocable obligation by the transferee (U.S. citizen), the issuer (United States) has a defense because of the giving of value (U.S. citizen's irrevocable obligation) to the third party (international creditors). The transferee's (U.S. citizen) obligation (value) to the issuer (United States) is transferred to the third party (international creditors) as value (payment on the national debt). The issuer (United States) is entitled to enforce an instrument (pledge) it supposedly previously received from the U.S. citizen. The transferee on an instrument issued and transferred for value is the one who decides if

the instrument is a payment or a security. The definition of “negotiable instrument” says, “a person entitled to enforce the instrument may treat it as either”.

UCC 3-104. Negotiable instrument

E. An instrument is a "note" if it is a promise and is a "draft" if it is an order. If an instrument falls within the definition of both "note" and "draft", a person entitled to enforce the instrument may treat it as either.

When an issuer of a negotiable instrument delivers it to a U.S. citizen represented by a knowledgeable man, it is the transferee (U.S. citizen) who is entitled to enforce the instrument. Since he has been asked to take on the liability, he is the one who decides if the instrument is a promise (note) or an order (draft). He is the one who has the right to endorse the instrument. An issuer of an instrument for value is gambling when he delivers an instrument to a transferee. If it gets in the hands of a knowledgeable man, the issuer might end up being the liable party instead of the transferee. Since agents of the United States who have authority to issue and transfer instruments for value are bonded, their issuance of these bills will not affect their personal holdings; but if a knowledgeable man accepts it for value and returns it for closure and settlement of the account, and the agent is negligent or abusive, his bond may not cover his willful default. His only recourse is to try to get you to change your mind and waive your settlement. If you do not really know what you have done, it will be easy for him to help you waive your settlement and revert back to being liable on the instrument that you turned into a negotiable instrument. That instrument (as a security) can then be transferred to a third party as a form of satisfaction by the United States, using you as the responsible party.

An instrument that is a promise or an order can be issued for value by an agency or instrumentality of the United States, an individual, or a corporation and delivered to another person, who is presumed to have previously made a pledge to be liable for such instruments. It is not the instrument that determines if it is a promise or an order, and a payment or a security. Whether the instrument is a promise or an order is up to the one who endorses it. Whether it is going to be used as a payment on a preexisting claim, or as a security for a preexisting claim is also up to the one who endorses it. It is going to be negotiable, but when it is issued, it is not known who is going to be the liable party on it when it is negotiated.

Endorsing a check issued as a promise and as an order is not done for value. Only instruments that are issued and transferred for value can be accepted for value. A check does not fall into that category, but the way it is endorsed does determine if the negotiation of the check will be a taxable event to the endorser, or not. If it is endorsed in blank and deposited anywhere in the United States, a tax is owed. The person receiving it creates a record of the creation of a new security at the bank where it was deposited. That record confirms the person making the deposit has realized an undeniable ascension to wealth over which he has control, and that transaction is a taxable event. A blank endorsement is one that only exhibits the signature of the endorser and does not contain special terms. An instrument with a blank endorsement becomes a bearer instrument and can be enforced by anyone who has it. If it is given to a bank through a deposit, the bank becomes the person entitled to enforce the

instrument. Using a check as an example, if it is endorsed in blank and deposited, its value should be included as income on a tax return. That same check could be endorsed with a qualified endorsement indicating the check is exchanged for credit on account or is exchanged for Federal Reserve Notes that have no redeemable value according to 12 USC 411. The endorsement words are chosen by the endorser. They might be – *Deposited as credit on account or exchanged for Federal Reserve Notes with no redeemable value.* If the bank has a problem with that wording, it might be changed to – *Deposited as credit on account or exchanged for Federal Reserve Notes pursuant to 12 USC 411 as amended.* The amendment that is important is the one that removed the redeemability from the statute.

Interest in Property

Since the United States money system is based on interest in property rather than substance, the commercial goal is to get a security interest in something that has value; not to take possession of a thing. Ownership carries liabilities. Interest in property does not. It is more efficient commercially to have a security interest in property than to own it. A security interest is not given unless there is an obligation that necessitates such an action. That means there is a debt involved when there is a security interest. When one applies for credit, he simultaneously gives a security interest in a thing that has value. The thing can be a title to land or a car, title to a deposit account at a bank, a promise of future performance, or a commitment on future labor. The security for the credit can be implied, and constitutes consideration. This implies the existence of a contract, even though it may be a simple contract and you may not have intended to enter a contract. Default on implied contracts can result in consequences anywhere from seizure of pledged property (titles or even a body), to negative information on a credit report.

The blank endorsement of a transferee, who does not do anything with an instrument that was issued or transferred to him for value, is assumed. At some point he is a holder and is liable, but the liability is not enforceable until there is an endorsement, which can be on another piece of paper that is attached by a connective note, or can just be presumed according to commercial law. Someone other than the transferee can even sign it on behalf of the transferee. This is not done unless the transferee is arguing or continually objecting to being billed. Technically, the transferee is in default, so his negligence or disobedience can be cured by someone else, but there is usually an additional price to pay at that point. An actual endorsement that fits the commercial requirements might even be on a paper used in a penal action proceeding, called Terms and Conditions of Release. It is a special bond used in penal action courts when the defendant still refuses to take responsibility to close the account.

UCC 3-203 Transfer of instrument; rights acquired by transfer

C. Unless otherwise agreed, if an instrument is transferred for value and the transferee does not become a holder because of lack of indorsement by the transferor, the transferee has a specifically enforceable right to the unqualified indorsement of the transferor, but negotiation of the instrument does not occur until the indorsement is made.

This is a confusing section of the commercial code. The positions of the transferor and the transferee switch when the original transferee fails to respond. The mere act of retaining an instrument implies its general acceptance and its reissuance with a blank endorsement. This turns the tables. It turns the original transferee into the new issuer/transferor and the Maker or Drawer on the instrument. The original issuer becomes the transferee. For example according to 3-203, the U.S. citizen who received the instrument and was originally the transferee with an automatic security interest in the instrument that was issued and transferred for value, becomes the new issuer and the transferor if he just receives it and retains it. The United States agent that originally issued it for value and had the liability to pay it, becomes the new transferee with a security interest in the instrument. The new transferee has a specifically enforceable right to the unqualified indorsement of the transferor. All the United States has to do is get the U.S. citizen to sign something, anything, that is related to that instrument. It could be the green card on a certified mail envelope, or a payment agreement with the IRS, or a Terms and Conditions of Release bond in an executive court proceeding.

Settlement

Handling negotiable instruments is just the first step of settling commercial accounts in the United States. Article 3 of the commercial code is the guidebook for dealing with negotiable instruments of all kinds. Registration and bonding through the Secretary of the Treasury as your fiduciary and securities intermediary and setting off commercial charges is needed to actually settle the accounts. Direction for registering a security interest is found in Article 9 and the duties and rights of parties to securities are covered in Article 8. Knowing what A4V means is just the beginning.

A4V Recap

Acceptance for value is purely a commercial remedy.

It is not the only remedy.

Acceptance for value is based on contract law and international law.

Even simple contracts must have consideration from both sides to be valid.

Bankruptcy law and insolvency law overshadow all commercial debts in the United States.

The President is the only officer of the United States who has a constitutionally required oath.

People are beneficiaries of the trust created by the Constitution.

The President is the executive trustee of that trust.

Acceptance for value is different than acceptance.

Value can be -

- 1) A commitment to extend credit
- 2) As security for satisfaction of a preexisting claim
- 3) Acceptance of deliver on a preexisting contract
- 4) Any consideration sufficient to support a simple contract

Mere acceptance waives defects.

Accepting an instrument for value gives the acceptor options.

The issuer of an instrument has the liability on the instrument.

An instrument issued or transferred for value is -

- 1) for a promise of performance, to the extent the promise has been performed;
- 2) to acquire a security interest or other lien in the instrument other than a lien obtained by judicial proceeding;
- 3) as payment of, or as security for, an antecedent claim against any person, whether or not the claim is due;
- 4) in exchange for a negotiable instrument; or
- 5) in exchange for the incurring of an irrevocable obligation to a third party by the person taking the instrument.

One of an acceptor's options is to accept for value and return for value to the issuer's banker.

Article 8 of the commercial code directs the handling of securities in the United States.

A securities intermediary has obligations to entitlement holders.

Consideration means any consideration sufficient to support a simple contract.

An issuer of an instrument for value has no defense to the obligation to pay the instrument.

The issuer has a defense if performance of the promise is due and the promise has not been performed.

An instrument issued or transferred for value is also issued for consideration.

A person gives value to receive rights.

He can acquire rights -

- (a) In return for a binding commitment to extend credit or for the extension of immediately credit
- (b) As security for or in total or partial satisfaction of a preexisting claim; or
- (c) By accepting delivery pursuant to a preexisting contract for purchase; or
- (d) Generally, in return for any consideration sufficient to support a simple contract.

Acceptance for value is the same as taken for value.

Instruments issued for value have no value in them until they are endorsed.

A blank endorsement makes the endorser liable on the instrument.

A proper qualified endorsement can make an endorser a holder in due course.

An endorser is not required to take on the liability of the instrument.

An endorser has the option of limiting or precluding recourse against himself.

An endorser decides if an instrument is a promise or an order.

An endorser decides if an instrument is negotiable or non-negotiable.

An endorser decides if an instrument is a payment or a security.

Interest in property establishes a claim that may be enforceable by a holder in due course.

Interest in property does not carry liabilities of ownership of property.

Transcribed by

Rockney Martineau 12/25/04

Jean Keating

Work Shop

INTRODUCTION

By: Michael Young

“Sorry about the confusion this morning, this is exactly the reason why we try to coordinate this stuff ahead of time so we can get a clue on how many people are coming because we only heard from about 15 people so that room down there would have been plenty big enough. And not that we didn’t want you to come but we’re glad that every one is here. I think you’re going to be blown away by the information that Jean has to share with you today, looks like we have people from all over the place. I’m Michael Young by the way. Did I get everyone’s information on the sheet? Anyone I didn’t? OK I’ve got yours. Ok well we’re going to go ahead and get started. There is one question...is there anyone here that has to go to lunch? I was going to say if you guys want to boot and take a lunch break then we’ll take one if you don’t then we can get straight through here that way we can make up some of the time that we lost and moving around here.” “How long will it take”? Probably 4:00 at least. Can everyone handle that? We have a couple of Black Law Dictionaries is you need them.

Jean: “This should really be a 2 day seminar...really a 3 day, a 3 day 8 hour seminar. I’ve got some good stuff it’s unbelievable”.

Michael: “Well let’s go ahead and get started. Are you going to have tapes and CD’s”?

Jean: “Yes, I’m going to go into all that”.

I always pray before we start so I'm going to say a prayer. Father we pray you will open our minds to the truth as we study this commercial law this Babylonian law that came out of Babylonian we pray that it edifies us enlightens us reinforces us. We ask for your blessing and not your cursing we pray that you open our minds to the truth as we study the truth. In the name of thy son, amen.

Jean Keating

I want to start out by saying that to win in court you have to know what goes on in court. What goes on in the court rooms go back to **Edward the First** - it's called **Statute Merchant** and what it is, is a **Bond of Merchant** or **Bond of Record**. The statutes themselves are the **Bond** and what they do is duplicate the **statutes** that they charge you under with what they call a **Recognizance Bond** and people sign the **Recognizance Bond** without reading what the **Bond** says. I brought this to Joe's attention when he signed his Bond...and what it says is, is that you agree to **pay back the debt**. When you go into court on a criminal charge, it's **CIVIL NOT CRIMINAL**. There's a book out called the "**Jurisdiction and Practice of the Law of Admiralty**" by **John E. Hall**; it's based on "**Clerk's Praxis**". The **Clerk's Praxis** was a clerk of the court of registrar of the **Court's Arches under the King's Bench**. The **Court of Arches** is a court of **Probate** and **John E. Hall** is the one that wrote this book - this book was never intended for public viewing. We are going to try to reprint this book so that everyone can have a copy of it to read. If you want to understand how Admiralty works, this is the book you need to read and the reason being; read the case of "**Waring v. Clark**", it talks about "**Clerks Praxis**" in there and they used it in the **Vice Admiralty Courts** in the Colonies during the **American Revolution**. This book caused the American Revolution.

What their doing **is all about Bonds**. When you go into the courtroom after you're arrested they use two different sets of Bonds. What they do when your arrested they fill out a "**Bid Bond**". The **United States District Court** uses **273, 274 & 275**. SF means "**Standard Form**". Standard Form 273, Standard Form 274 & Standard Form 275. This is the United States District court. There is another set

of Bonds and they are all put out by GSA.; General Services Administration. I'm just talking off the top of my head because I have all of this stuff memorized. GSA Form SF24 is the "**Bid Bond**", everyone should have a copy of the Bid Bond. The "**Performance Bond**" is SF25. The "**Payment Bond**" is SF25A and put out by the General Services Administration which is abbreviated GSA. The GSA is under the "Comptroller of the Currency" which is under the GAO, the "General Accounting Office". O.K. you have two sets of Bonds: SF24, SF25 & SF25A. At the Federal Level you have SF273, SF274 & SF275.

O.K. what are they doing with these Bonds? What's going on in the courtroom is that they are suing you for a debt collection. What it is, is an action of "**ASSUMPSIT**" The word "**PRESUME**" comes from the word "Assumpsit" which means "I agree or I presume to do". An act of "Assumpsit" which means "**I agree to a collection of a debt**". If you look at these Bonds...every one of these Bonds: The "**Bid Bond**", "**Performance Bond**" & "**Payment Bond**" all have a "**PENAL SUM**" attached to it. The reason for the "Penal Sum" is if you don't pay the Debt, you go into "**Default Judgment**". That is what is going on in the courtroom. **That is why all of these guys are sitting in prison wondering what's going on.** If you go in there and argue jurisdiction...Jack Smith is exactly correct in what he is saying about the **HONOR & DISHONOR**. If you go in and argue jurisdiction or refuse to answer questions that the judge or the court addresses to you, they will find you in **contempt** of court and they will put you in jail and if you read "**Clerks Praxis**" that's all they talk about is contempt. What they used to do back in **Edward the 1st**; if you owed a Debt they would send a Sheriff out with a **Warrant** to arrest you. This is **ALL CIVIL**, this is **NOT CRIMINAL**. It's just a **smoke screen** to cover up what they are doing with **Mercantile Civil Law** and what they used to do when they arrest people with a warrant and brought the person into court and made them sign a **Bond** to release until the civil suit commenced. It actually says "**Civil Suit**" in "**Clerks Praxis**".

There's some transcripts made of some of my thoughts and I'm going to write it on the board so that everybody knows how to spell. This is how you spell "**Clerk's**"

Praxis". Latin for "**Practice**", if you look up "Praxis" it means "**Practice**". This is the only book I have ever seen and I have seen about every Admiralty book in existence, that's an actual '**Praxis**' book and it goes into everything that Jack teaches. It talks about "**Letters of Rogatory**"; it talks about the collection of the debt. What they do is arrest you, then they hold you...basically they hold you until the suit has been completed and when they get "**Default Judgment**" on you because of failure to pay the Debt, they put you in prison. Anyone who has been in jail or prison that knows me knows that I'm not wrong? Attorneys are there to cover up the smoke screen. What attorneys do, because no-one knows what's going on, **they lead you into "Dishonor" or "Default Judgment"** and then the court puts you into prison then they sell your "Default Judgment". Who do they sell it to?

Believe it or not, the U.S. District Court buys all of these State Court Judgments. Get on a search engine and type in U.S. Courts. I spent a whole 8 hours getting in there. After you get to the US Courts, go to the 11th Circuit Court of the United States...Circuit 1 thru Circuit 11. Click on Circuit 7. That will take you into the various courts; Bankruptcy, District etc. Click on to the **Northern Illinois District Court**; that will take you to the Clerk's office - there's a box there, then scroll down and you'll see "**Administrative Offices**" where you'll see "**Financial Department**". It will talk about the "Criminal Justice Act" and "Optional Bids" and this is all spelled out and their not trying to hide it. I don't know why no-one has found this out before. Go down to "**List of Sureties**"...now why do you suppose they have a list of "Sureties" in a Federal District Court? When you get into the "List of Sureties" it will have "FMS.Treas.gov", this is the Department of Treasury. O.K. when you get into the Department of Treasury you see on the left hand side of the screen you'll see "Admitted Reinsure" and underneath that will be a "List of Sureties" then under that, the word "Forms". From there you'll see about **300 "reinsurance"** companies, their all 'insurance' companies. I downloaded the whole thing I have a complete list. I also have a list of Surety Companies. There are two sets of companies: a list of "Surety" and "Reinsurance" companies. Under 750 of the Department of Treasury, they have to be **certified** so they can buy up these Bonds; these are the people that are buying these Bonds when you went into

“**Default Judgment**” and they can’t buy these Bonds unless they are Certified by the Secretary of the Treasury. Next, click onto the word “**Forms**” and it will take you to the “**Miller Act**” reinsurance and will list 3 different kinds of Bonds. They don’t use a “Bid Bond” in the District Court that’s why I gave you “Form 24”. All of these Forms come out of the GSA, the General Services Administration. Form 24, 25, 25A and 273, 274 & 275. The 273, 274 & 275 Bond forms; the 273 is the Reinsurance with the United States. The 274 is the Miller Act reinsurance “**Performance Bond**”. The 275 is your “Payment Bond”, your Miller Act Reinsurance **Payment Bond**. What are they doing with these Bonds? They have regulations governing these Bonds; there’s 2000 regulations governing these Bonds. We are going to make these available; its \$50 for the discs. The disc has 2000 regulations on CD for people who want this. If you go into these regulations, what they are telling you is, they are buying up **commercial items**; they use the word commercial items and in 2.01 of these regulations...these regulations are divided up into 50 parts. There’s 1126 pages in volume I and 823 pages in volume II and their all on the disc and what they tell in there is 2.01 defines commercial items as **non personal property**. What is non personal property? Any property that is not real-estate - it means **immovable**, real-estate is not movable. Go into your Uniform Commercial Code and look up the word movable and immovables. If you go into...and I’ll read it to you so you won’t think I’m making this stuff up. “Commercial Items are commercial paper. I recommend everybody...this is the 8th Edition of Black’s Law Dictionary; I doubt if anyone in the room has got one. This thing is really good...basically what it says is...”**Commercial Paper; Negotiable Instruments...anything you put your signature on is a Negotiable Instrument under the Uniform Commercial Code which is the Lex Mercantorium. Its Merchantile Civil Law and the reason they use Lex Mercantorium in the court room is because everyone of you are Merchant’s at Law and Merchants at Law is anyone whom hold themselves out to be an expert because you use commercial paper; because you use commercial paper on a day to day schedule; you are considered to be an expert and this is why they are not telling you what is going on in the courtroom because you are presumed to know this because you hold**

yourself out to be an expert because you use commercial paper all the time. Everytime you put your signature on a piece of paper, you are creating a Negotiable Instrument. Some are Non-Negotiable and some are Negotiable. Everytime you endorse something your acting as an accommodation party or an accommodation maker under 3-419. An accommodation party is anyone who loans their signature to another party. Read UCC 3-419, it tells you what an accommodation maker is and what an accommodation party is. When you loan your signature to them they can re-write your signature on any document they want and that's what they are doing. This is what is going on and what the Federal Courts are doing they are buying up these state court default judgments and these are called criminal cases, but are actually civil cases and call them criminal to cover up what they are doing. If you read "Clerk's Praxis" you find that what they call criminal is all civil, they just call it criminal to cover up what their doing. If you don't pay the debt you go to prison

bottom line, I know I've been there. I told them I wanted the C.U.S.I.P. # = Committee on Uniform Identification Process. CUSIP is in the DTC building on 55 Water street. DTC is the Depository Trust Corporation. It's also called the: **GFCC**; the **DTCC**: Depository Trust Clearing Corporation the **MSCC**: Mutual Securities Clearing Corporation. **NSCC**: National Security Clearing Corporation. **GSCC**: Government Securities Clearing Corporation; One Trillion dollars a day goes through the DTC. CUSIP is a trademark of Standard and Poors which is located on the bottom floor of the DTC of 55 Waterstreet. CUSIP has what is called C.I.N.S. = CUSIP INTERNATIONAL NUMBERING SYSTEM. For domestic they have a 6 digit numbering system and when they go international which is where CINS comes in and ISID = International Securities Identification Division. It's called ISIDPLUS and they have a Global Networking System that includes Paine Webber which has 10,000 corporations in it; they are the major stockholder in CCA which is Correction Corporations of America and they are in Nashville Tennessee. Everyone should have this list and what they have done is privatize the system; everything even real-estate; Ginny Mae, Fanny Mae all of HUD...all of your...this is international.

EVERYBODY IS FEEDING OFF OF THE PRISON SYSTEM; ALL OF THE

MAJOR CORPORATIONS ARE FEEDING OFF OF THE PRISON SYSTEM.

How many of you have heard of REIT = Real Estate Investment Trust or PZN which means Prison Trust. What about all the real estate? They own all the real estate because they hold the Bonds on them. You haven't redeemed your Bond so they didn't close your account. Leman Brother's Banking cartel just gave 6 million dollars to New York which had a deficit...you need to read this Treaties its 15 pages and lays it all out. They don't call it **Prison Facilities** they call them **Credit Facilities**. What does that tell you? Leman Brothers are underwriting the prison system.

Here's what goes on: A contractor comes in or any corporation could come in and what they do is tender a Bid Bond to the US District Court and they buy up these court judgments and anytime you issue a Bid Bond there has to be a reinsure; they even have a Reinsurance Treaty...International Treaties. **If you read the Constitution, Treaties are the Supreme Law of the land.** So they get a Reinsurance Company to come in and act as Surety for the Bid Bond then they bring in a Performance Bond. All of **these Bonds; Bid, Payment & Performance are Surety Bonds** and anytime you issue a Bid Bond it has to have a Surety. Where is the Surety going? It's guaranteeing or reinsuring the Bid Bond by issuing a Performance Bond...that's what these Performance Bonds are. Then they get an underwriter and that would be either an Investment Broker or an Investment Banker; they come in and underwrite the Performance Bond which is reinsuring the Bid Bond. What does the underwriter do with the Payment Bond? The underwriter takes the 3 Bonds and pools them and known as **Mortgaged Backed Securities** and when you pool these MBS their called BONDS and their sold to a company called TBA which is the Bond Market Association - this is an actual Corporation. What they do is after the Payment Bond is issued to reinsure or underwrite the Performance Bond which reinsures the Bid Bond, they convert these Bonds to investment securities...the banks do and Brokerage houses and they sell these as investment securities and you are **funding the whole enchilada because you got into Default Judgment when you went into court.**

Before you can do anything you have to know what's going on and there are regulations which are at 48 CFR Code of Federal Regulations. This is where I'm getting all of this information from. If your interested in getting the disc its \$50 for the disc and there's over 2000 pages of regulations on there. Part 12 deals with commercial items and commercial items are Negotiable Instruments and their selling these court judgments as Negotiable Instruments as commercial Items through these Bonds: The Bid Bond, the Performance Bond and the Payment Bond. What is a "Reinsure"? Anytime your dealing in Bonds or "Risk Management" and what the "Reinsure" is doing is insuring part of the risk of the Bid Bond. What they do is give him a portion of the original premium; this is all insurance. The original insurer gives him a part of the premium of the policy of the Bid Bond in exchange for being a "Reinsure" or indemnity or act as surety for the Bid Bond. Then the underwriter comes in and guarantees the resale of the Bonds back to the Public as investment securities.

In order to win in court you have to redeem the Bond. I went in and asked them for the Bond and everyone disappeared; nobody showed up...I went down there and asked them for the Bid Bond, I said I want the Bid Bond back I asked for full settlement and closure of the account. I don't think people are doing it right in court [indiscernible]. [Comment: Everything you described is pure Bottomry.] Ya, Hypothecation. I have a friend that works in Securities & Exchange and knows how to hypothecate these Bonds. It's your money that they create; same thing going on in the Banks and with these Bonds; they monetize these Bonds. They take your Bond because you got into Default Judgment because you didn't pay the debt and took your Bond and made an investment security out of it. **Their making a fortune off you**. This guy calls me up and said I read your treatise and said your 100% correct...and I says who's this and he says well I've got my own commodities and Securities Company...he buys these Bonds. They go international and when they go International they go as CINS and from CINS they go to ANNA = Annual Numerical Number Association and located in Brussels Belgium and they have unlimited capital. How many of you have heard of Eurostream? This is where your Pound, Yen, and Sterling; everything came under the Prison System; everything is being funneled through it. Their all feeding off of it. That's what was behind 9/11 so

they could get the state legislature to pass more statutes. Bond Statutes so they could arrest people for writing a threatening letter so they could arrest you for terrorist activity...**paper terrorist** they call it. ALEC is the think tank behind it = America Legislative Exchange Committee. Paul Warrick owns the Cognis Foundation (?) and what ALEC does is promoting privatization of Prison Systems and what they do is go to the National Congress of Commissioners which are made up of 72 Judges and Lawyers and 72 judges and Lawyers are the ones that drew up the Uniform Commercial Code which everything is operating under. Everything is under Lex Mercantoria. If you go into the State Statutes and I don't care what code you go into it will say the principle of **law and equity or law Merchant is the decision in all the courts**; everything is commercial. **7211 7 CFR says that all crimes are commercial**. If you read that it says kidnapping, robbery, extortion, murder etc are commercial crimes and if you don't do full settlement and closure of the account, they will put you in prison. What they do is they sell the Bond both domestically and at the international level. They convert these Bonds to investment securities and sell them at the international level. CCA is the ticker on the Stock Exchange; they actually sell stock and shares on the New York Stock Exchange. CWX, CWD & CWG, when it goes to Frankfurt (CWG), when it goes to Berlin (CWD); I'm telling ya...people think I'm making this stuff up. Their not going to tell the Public. That is their Ticker symbol, their listed right on the New York Stock Exchange. You go buy USA Today or any Global paper that lists the Stocks on there and their on there on the New York Stock Exchange. Question: Answer: CCA Correction Corporation of America and they go international which means Berlin & Frankfurt Germany and they use a different Sticker Symbol. Who owns CCA? Don Russell, he owns 64 Million shares of it. John Ferguson, he's the vice president and owns about 35 Million shares. They are on the board of directors. There's another corporation called Dillon Corrections owned by David Dillon and what they did was they merged with Trinity Vender Investments and Dillon and they became SD Warburg and their located in Chicago Illinois and their hooked up with the EIS Bank which is the Bank of International Settlements located in Switzerland one of the largest banks in the world.

All this stuff is in that Treatise; there's a lot of information in that; you need to sit down and read that so you can understand what's going on before you do anything. **This is why people don't win in court; if you don't redeem the Bond....all this trial and presentencing is a dog and pony show.** Question [indiscernible] Answer: Don't use a Bond use a Bid Bond. If you look at that Bid Bond it has the Principal up there...form 24; it's got the word Principal up there; you're the principal. Who is the Surety? Straw man is the Surety so you put the Straw man down as the Surety and you put yourself down as the Principal. Then you fill out a Performance Bond. The Performance Bond is the Reinsurance for the Bid Bond; put yourself down and the guarantor or reinsure. The Performance Bond is 274. You have 3 different Bonds: Bid Bond; Performance Bond & Payment Bond. The Payment Bond is the underwriter of the Performance Bond. You can do all three Bonds. You can underwrite the performance bond and underwrite the bid with the Performance Bond, that's the reinsure. **Their doing it for you because nobody knows this stuff.** You're the one that created all of this mess. Question: Answer: If you have a case pending what you should do is go to whatever District you're in. I think Ohio is.....go find the Northern District Court and type in your case number and it will tell you about your Bond, who's got your Bond. I'm going after my Bond. Question: Are you the reinsure on the Payment Bond also? Answer: Well your acting as the underwriter. To tell you what's going on with the Banks...the banks are all tied in with this. Every time you sign a check - a check is a Promissory Note; the Banks made a **derivative** on it; the banks do not have any money at all. A check is a Promissory Note and what they do is endorse it on the back after you present it for payment and endorse it on the back 'without Recourse' and then they sell it as a "Derivative"...they monetize it. They Monetize Debt under the Monetary Control Act of 1980. They monetize it and sell it internationally. If you have a check for \$100 you'll have 20 or 30 international corporations using your check. Question: Is that why they never give you back the checks anymore? Answer: You got it. The question was for the audience: Why don't you get your canceled checks back anymore after you present for payment? The reason you don't get them is that they sell them as a promissory note. All personal checks are promissory notes and the banks make derivatives out of them and sell them internationally.

Your actually loaning money to the bank...you talk about screwed up. Now you know why they have proctologists. You're loaning the money to the bank and the bank loans it to other people with derivatives into the Billions. Question: How much are they making? Answer: Trillion of dollars. When it goes internationally you're getting into 9 & 12 digit figures. 9 digits is a billion etc. Let's take a 10 minute break.

END OF PART I

PART II

[Question: I have a court case coming up, if it's already in default is that necessarily fatal?] Answer: You can cure the default. I use the Default Judgment in same terms of Dishonor. Jack is absolutely correct when you go into Dishonor it looks like what their doing is suing you civilly, a civil suit for a collection of a Debt and if you go into default judgment if you have a claim and I'm taking a mandatory Rule 13. Rule 13 says that when a claim arises from the same transaction or occurrence, it's mandatory that you file a counterclaim. What is your counterclaim...post settlement and closure of the account under Public Policy. You entitled to a discharge of the debt because number one you're the principal and you're the Holder-In-Due-Course of the original account. You own both sides of the account. You own the common stock, the preferred stock and you're the principal on the account which means you're the creditor. Everyone is acting like a Debtor instead of a Creditor. **What does the Creditor do...he pays his Debts**. You have to file the proper paperwork before you can do this; you have to be the secured party you have to file a UCC 1. [Comment: You have to do stuff before that.] You are the Principal upon which all money circulates, this is called the accrual method of accounting. Accruals are the capital and interest from the Principal. Anytime you monetize Debt you have a principal. You have to identify yourself as the principal and what they have to do is return all capital and interest back to you as the principal. This is called the accrual method of accounting. When you get into a courtroom and start arguing jurisdiction, what your saying is I'm not going to pay the debt. First of all let me say that the straw man, the all capital letter name, the one they have a claim

against; they have a claim against because your dear old mother signed a contract with the state creating the straw man and he did this through the birth certificate and what they do is give him your name and use your name in all capital letters because you are the fiduciary trustee of the account and what does the fiduciary trustee do with the account...he pays all of his debts to honor the court. Now what these people are doing in the Redemption process is going into court and arguing and their getting into Default Judgment. If you argue jurisdiction or refuse to give the court your name....what you can do is a **conditional acceptance**. There's one person here...she has no charging papers. If they don't charge you then they don't obviously have a claim against you, they don't have a claim against the straw man as they don't have the charging instruments, but you don't want to start arguing with the court about it. With the conditional acceptance you can say that...."**I'm more than happy to give you my name if you can show that charging papers have been put into the court record. I have not seen any papers that show any charges exist.**" That's a "**Negative Averment**". What you are doing is rebutting the presumption that they have charges against you. They work by presumption, they don't have to have anything...they work off presumption; **assumpsit** that you owe it until you rebut the presumption. Tell them I'll be more than happy to give you my name. They are **drafting you for performance**...anytime the court asks you to do something and Jack will verify this; **they are drafting you for performance and if you don't perform you get into dishonor by non acceptance**. Their making a formal presentment under 3-501 of the uniform commercial code so they can **charge** you and they USE the word charge. They use the same commercial words on your Indictment, Information and Complaint they use the word charge...the "following charges" ...he has two counts of charges...RICO or they **charged** me with the same identical thing that they charged Roger with. Roger has been to prison for 9...he hasn't even been to trial yet. What he's been doing in there is listening to people that tell him to argue. "Is this an Article III court under the common law?" As soon as he said that...Richard Marcus who was the judge said you obviously don't understand what venue and jurisdiction this court is operating under. They had a business credit report right there in front of him. He said "I'm going to do a psychiatric evaluation

on you to see if you're competent to stand trial". When you start arguing when you put yourself out as an expert on commercial paper and here you go arguing instead of paying and honor the court then you're in dishonor. He's wondering why their drugging him and their drugging him because he's constantly arguing with these people. You got to be a gentleman, gentile-man. You can't go in there and start getting belligerent with these people. What do the scriptures say? Be as **gentle as a dove and wise as a serpent**. You can't act like an insurgent or belligerent, if you do their going to treat you like one, they'll beat you up. I've been in confrontations with these people and you don't want to get into a confrontation with these people. What you want to do is **settle the account...go to full settlement and closure; your running the account, you're the Fiduciary Trustee over the account – tell them what to do**. You're the **Principal and owner of the account**, tell them what to do – tell them you want full settlement and closure of the account. You have to do this from the get-go. Here's the wording you use: I ACCEPT YOUR CHARGE(S) FOR VALUE AND CONSIDERATION [you have to use the words VALUE and CONSIDERATION] This is what I did...there's different forms that need to be used and that's VALUE & CONSIDERATION. I ACCEPT YOUR CHARGE FOR VALUE & CONSIDERATION IN RETURN FOR POST SETTLEMENT AND CLOSURE...OF ACCOUNT [put down your 9 digit social security number and put down CUSIP & AUTOTRIS No. AUTOTRIS means **Automated Tracking Identification System**. [Question: Is your social security number the same as your **AUTOTRIS** number?] Answer: Yes it is. Don't put the dashes in there, just the 9 digit, that's the CUSIP No. When I said that they didn't even want to talk to me...when you say **CUSIP & AUTOTRIS** they know exactly what you're talking about. I had a judge say that **“you could get out of this thing, but you will never figure it out.** The **COMMITTEE ON UNIFORM SECURITIES IDENTIFICATION PROCESSES**. Did everybody get this? OK, CUSIP is spelled C-U-S-I-P. Their all listed in the Handbook called the Committee. **COMMITTEE ON UNIFORM SECURITIES IDENTIFICATION PROCESSES**. That's what CUSIP is. CUSIP uses your Social Security Number to identify you because the Birth Certificate is a Security...it is an investment security and they have all the original Birth Certificates which are registered at the State level with

the Department of Human Recourses and then they go to the Department of Commerce and the Federal level and then to the DTC. The Depository Trust Corporation at 55 Water Street which has all the Birth Certificates registered. CUSIP is a Trade Mark of Standard & Poor's. Who is Standard & Poor's? Standard & Poor's is located underneath in the DTC building underneath 55 Water Street New York City. If I'm going to fast let me know. Is everybody getting this stuff? [Question: Do you use the 9 digit no. for the number for the Account, CUSIP & AUTOTRIS]. Answer: Yes they use it for ICID too. What you do is put down Acceptance For Value and Consideration and Return for full Settlement and Closure of the Account [number] then put your account CUSIP # & AUTOTRIS # and put your social security number after that and then put down your case number. The more you find it...[comment: clarification on the acceptance] **I ACCEPT YOUR CHARGES FOR VALUE & CONSIDERATION IN RETURN AND POST SETTLEMENT & CLOSURE [PUT CASE NUMBER] & AUTOTRIS & CUSIP ACCOUNT # & THEN PUT YOUR SOCIAL SECURITY # AFTER IT. Then DATE it and ENDORSE it. That comes after the AUTOTRIS & POST SETTLEMENT you say... "PLEASE USE MY EXEMPTION FOR FULL SETTLEMENT & CLOSURE OF THIS ACCOUNT AS THIS ACCOUNT IS PRE-PAID AND EXEMPT FROM LEVY.**

UNDER RULE 8 OF THE FRCP, I ACCEPT THE CHARGES FOR VALUE & CONSIDERATION IN RETURN PLEASE USE MY EXEMPTION AS PRINCIPAL FOR POST SETTLEMENT & CLOSURE OF CASE NUMBER & CUSIP & AUTOTRIS ACCOUNT NUMBERS [SS #] AS THIS ACCOUNT IS PRE-PAID & EXEMPT FORM LEVY and you would date it and endorse it. Date down here and endorse down here. This is how to pre-pay and exempt from levy then date it and endorse it. You have to endorse it as the Authorized Representative, your going to assume liability yourself. Any questions about this? What they do is they put your AUTOTRIS number which is the AUTOMATED TRACKING IDENTIFICAITON SYSTEM; they put it in a Manuel...it's in a module and every Federal Agency and every State agency has your tracking number. They have it in the criminal task force that uses it and so do all of the courts and all of the police departments the City, County Sheriff, FEMA,

HOMELAND SECURITY. They all use this. **This was made in a forensic laboratory in Russia**; AUTOTRIS was, and is owned by AD&[S] (hard to make out if 'M' then would be Archer Daniel Midland.) Does everyone have it down? [Question regarding the signature indiscernible] My opinion on that is that you're the Fiduciary Trustee and you're assuming the responsibility for the straw man as the authorized representative, you're the authorized representative for the straw man. [My question...is if you use "By" and underneath the name put auth rep, what that is stating is some other person other than the straw man signed that paper.] **Jean:** yes so that doesn't make you liable. [The other way of doing it is using the real Christian Appellation there and you are the authorize representative] Under 3-402(1)(a) it says if you sign in the capacity of the authorized representative your not incurring any liability on the signature. That is 3-402 of the UCC. [That's why you want to use the straw man name and use the word "by" as the authorized representative] Jean: By signing in the name of the representative person or the name of signer. It says .." if a person is acting or purporting to act signs on instrument by signing the name of the representative person or the name of the signer, the representative is bound by the signature to the same extent the representative person is the bound by the simple contract¹. If the form of the signature shows unambiguously that the signature is made on behalf of the represented person who is identified in the instrument, the representative is not liable on the instrument.

2. Subject to subsection C, if the form of the signature does not show unambiguously that the signature is made in a representative capacity or the represented person is not identified in the instrument, the representative is liable on the instrument to a holder in due course that took the instrument without notice that the representative was not intended to be liable on the instrument. With respect to any other person, the representative is liable on the instrument unless the representative proves that the original parties did not intend the representative to be liable on the instrument

Judges and lawyers don't understand commercial law. They do not teach commercial law at law school. **They have a special school for them and it's on**

a need to know basis. No-one uses this stuff...the problem is no-one knows this stuff, that's why I'm up here teaching this stuff. When you use commercial paper what does it mean? It means that you understand what your doing. The **law always assumes that you know...you were doing this since you were born** until you reach the age of accountability which is 18 years of age or what they call adulthood. You considered an adult at 18 in some states [some states its 21] your responsible for your actions. The problem with this country is that no-one wants any responsibility. **If your holding yourself out and using commercial paper on a daily basis that legal definition makes you an expert or you wouldn't be using it so they presume that when you go into the courtroom you know all this stuff**. Does everybody know this stuff...hell no they don't even judges don't know. Here's what your dealing with...I'm glad you brought that up. The question is: If you don't show up in court with an attorney.....this is why they drill you about competency; mental capacity. This is why Roger Elvick is in a mental institution and drugging him in a stupor, he doesn't even know what he's doing because you go in there and start arguing with these people. When you're in a commercial setting, you don't want to argue with these people. What you want to do...the reason why you have to have an attorney and I can't emphasize this too strongly...the reason why you have to have an attorney in a court room is because their working on the public side and they can't talk to you except through an attorney because they are working on the public side and your working on the private side and what's going on in the Public side is everyone is insolvent and bankrupt on the public side. Your dealing in...and I'm going to read this to you its out of Black's Law Dictionary and you'll see why you can't go in their and argue jurisdiction. This is called a **Fiction-of-Law**; this comes out of Black's Law and what they are referring you to when you look up "**Fiction-of-Law**" is "**Legal Fiction**". Why do they call it "Legal Fiction"? OK, here's the definition of what a "**Legal Fiction**" is: Remember this is a "**Fiction-of-Law**". This is the reason why you can't go in there and argue, you're in a commercial court room, a commercial setting. *Now there's certain aspects of Admiralty where you can do that*. But when you're in a commercial setting, you cannot do that. Its says a "Legal Fiction": "**The subject or something that may be true even though it may be untrue made especially into judicial reasoning**

to alter how a legal rule operates; specifically a devise by which a legal rule or institution is divergent from its original purpose to accomplish indirectly some other objects. The constructive trust is an example of a legal fiction; also termed a “Fiction-of-Law”. Fictio Juris is how they pronounce it. And they will not allow you to defeat this “Fiction-Of-Law”. Why? Because this is what the rules of decisions that came out of the “Erie v Thompkins” decision and all of the courts at every level are using it...there using FICTIONS OF LAW. Why? Because in Admiralty Maritime Law everything is colorable; it has the appearance of being real but is not real. [Or as Howard Freeman put it: “Appears to be Genuine, but is not”.] It looks like its real but its not. I was involved in a case with George [Hainaman] and the Federal District Judge said you can get off this whole thing but you’ll never figure it out so I filed a Habeas Corpus and they through the Habeas Corpus out and in his opinion...his decision in the H.B. he said I failed to give COLOR to my pleadings...I failed to state a colorable claim. And if you study Admiralty Maritime Law, that’s all they talk about is colorable claims. How do you get color to a pleading? Confession and Avoidance. I did a lot of research in this area. What is Confession and Avoidance? It’s a Common Law Remedy. Yes, you Confess...what it is, you confess that the Plaintiff has a Cause of action, but to Avoid the consequences of the action is by an Affirmative Defense. Confession and Avoidance has been change to Rule 8 Federal Rules of Civil Procedure. What is an Affirmative Defense? The Law Merchant; the Law of Principal & Equity; The Law of Discharge; The Law of Satisfaction; Bankruptcy...are Affirmative Defenses? Are they Bankrupt? Sure they are. What you’re trying to do is rebut the presumption, but you don’t want to do that...what you want to do is go in there and settle the account as the Principal. Whenever they monetize debt, they always have a Principal from which they borrow all this money from. Since the United States declared.... James Traficant who is a congressman here said ...”We are going through the biggest bankruptcy and reorganization in United States History”. James Traficant...very brave man, but he doesn’t understand...he could have got out of this...we can get him out. O.K. when you go into these courts...all these judges know that there is no money; what do I mean by money? There’s no gold

or...it depends on what jurisprudence you're operating under. **Under the Common Law, only Gold and/or Silver are money.** Go read Title: 12 sections 211-212 it says "the lawful money in the United States shall be construed to be Gold & Silver coin". All Federal Reserve Notes are redeemable at any Treasury Department office or any Federal Reserve Bank for lawful money. It is against public policy that's what House Joint Resolution 192 says..."is hereby declared to be"... Title 31 section 5118(2)(d) Does everyone understand confession and avoidance? Confession means you agree or accept; that's your commercial acceptance. "I ACCPET THE CHARGE FOR VALUE AND CONSIDERATION AND RETURN AND FOR FULL SETTLEMENT FOR CASE AND ACCOUNT NUMBER. PLEASE USE MY EXEMPTION [If that is the correct ruling in these courts today it would be good to preclude that statement with..."Pursuant to Rule 8 FRCP "I Accept For Value". Now your giving the Judge the Rule under which you're doing the acceptance and now can't wiggle out and accept you're acceptance. **Rule 8 is for affirmative defense. Common Law Rule of confession and Avoidance under Affirmative Defenses.** They have to give you an out. Whenever you create a liability, you always have to create a remedy. Every liability has a Remedy attached to it and Affirmative Defenses under Rule 8 is your Remedy from every commercial liability. What do I mean when I say these are "Pre-Paid Accounts"? What they do when the industrial society borrows money to manufacture product like when GMC manufactures automobiles, they borrow all money to manufacture these automobiles. Their on the **Public side of the accounting ledger.** What do I mean by Public side? Everything over here is private and everything over here is Public. This is where the principal is and this is where the Debtors are. Your straw man is over on the Public side he's on the AUTOTRIS side and when your over on his side your in the Public...your in Bankruptcy. You're the **Principal and the owner. You're the Stockholder**...you're the Bank. This is not my opinion, this is what's going on...I'll take you in any bank...I own my own bank. [Private Banker: Black Law 6th] I draw up my own charges. Ya, you're the lien holder. Holder-in-due-course; stockowner, owner and the principal; you own the preferred stock and the common stock. This is where the principal is. The straw man is the beneficiary...they cannot run...you're the bridge between the private and the public side [as are Notaries].

What is? Your exemption is that's why they give you your exemption. This is the debits and this is the credits. Anyone understand intermediate accounting? **Credits are liabilities and debits are assets.** And if you look at these accounting books and I've seen them and everything is built up on the account ledger and they can't pass it from the credit side to the debit side because they are constantly in Dishonor. Debits are private and credits are public. Most people are floundering around on the Public side of the accounting ledger. Their borrowing all of this money using your credit, but your responsible for the straw man. Who do they charge when you come into the court room? Whose name is on the complaint? Straw man. Their charging him isn't they? Is he liable? Sure he is. **So he has to pay doesn't he?** So if he doesn't pay what happens? **YOU PAY FOR HIM AS YOU ASSUME THE RESPONSIBILITY OF THE FIDUCIARY TRUSTEE SO THEY PUT YOU IN PRISON AND SELL YOUR ACCOUNT.** All they have to do is create a presumption, remember it's all colorable and what does colorable mean...its not real. So do they have to have a **real complaint?** No. Do they have to have a **real warrant?** No. What did I just read to you about "Fiction-of-Law"? And they will not allow you to overcome this. What they do is if you go in there and start arguing with these people about jurisdiction or "I don't owe this" or "That's not my name" or "I'm not going to give you my name"; your going to be found in contempt and their going to drive you into the ground; they will jump on you and beat you into submission and you do not want this to happen. I've been there; I've done all this....you think I haven't been there involved with the cops...you do not want to do it, you will get beat up and they will kill you and collect the insurance money. **You have an account and your account is a "Demand Deposit" account and your insured by the FDIA and the FDIC. The "Federal Depository Insurance Act" which insures the FDIC which is the Federal Depository Insurance Corporation under Title 12; they have a 10 Million Dollar Policy on you and YOUR WORTH MORE DEAD THAN YOU ARE ALIVE.** And if you want to find out how correct I am just get into a confrontation with these people, they will kill you without reservation and won't bat an eye lash over it. They just shot a young lady down there in Boston Massachusetts who was outside with fans celebrating the victory of the Red Socks over the Yankees and they shot her in the face with a pellet

rifle and killed her...she wasn't even doing anything. The more people they kill...you have to understand what's going on; I'm not BS'n you one bit. Roger was telling me about the cemetery in West Virginia they cancelled the contract on the straw man and charged this guy with first degree murder because he killed the straw man. If you don't think this serious shit your going to be for a rude awakening. I can show you judges, lawyers that hired this guy in Texas to hire these Mexicans then put a contract on them and hired this guy to go in their to shoot them then they collected the insurance money on them. This is serious business. Any questions about this?

You are the Creditor. What does a creditor do...a creditor pays his debts...you're the only one that's got any money. The banks don't have any money...everyone on the public side is bankrupt. That's why they had to create the straw man so that they would have a remedy and their doing everything right and we're doing everything wrong. Everyone that goes into court does it all wrong...they go in there and argue with the judge. "I DON'T SPELL MY NAME IN ALL CAPITAL LETTERS". Question About going into court with a lawyer] Yes, they will appoint you one especially if it's a felony. They'll appoint counsel for you...what you do is a "**LETTER OF ROGATORY**" Its called a "Letter of Rogatory" [what's that mean] A **letter of Advice**. What do you put into this "Letter of Rogatory"? You instruct the Attorney that you are doing an "**Acceptance for Honor**" and you want an accounting of the total amount of the Bill of the full settlement and closure of the account then you give your CUSIP and AUTOTIS number and your case number...you want to know what the total amount of the Bill is post settlement and closure of this account. What you want to dothey can't talk to you for the simple reason you don't understand commercial law and the attorney is on the public side. You need a mouth piece; a microphone...that's what attorneys are a mouthpiece. If you don't give him the proper instructions on what to do, their not going to do anything. Give them a "Letter Rogatory". This is a letter of advice, this is out of "Clerk's Praxis" page 80. What you say in the letter is ...put your name in here and put "I appoint...put your attorneys name here and you write "**I appoint attorney JOE BLOW as my fiduciary trustee...case number and AUTOTRIS and CUSIP [SS NO.] AND USE MY EXEMPTION AS PRINCIPAL FOR FULL**

SETTLEMENT AND CLOSURE OF THIS CASE AND ACCOUNT and Date it and endorse it. You're actually creating all the money for the Bank...their using your money and going out and making depravities and fractionalizing making Trillions of dollars off you and everyone asks me if this stuff works. We need a reality check. I issued an International Bill of Exchange to my APO adult parole officer and they stopped billing me. What I want is my Bond. **The Bid Bond, Performance Bond & Payment Bond.** Question: Yes, I'm the principal, I want my capital and interest back. What they did is quit billing me. The reason why you have to use an **International Bill of Exchange** is that December 8, 1988 the United States became a party to [UNICITROL this acronym is not correct] convention. Has everyone got this? Let me know if I'm going to fast. [So they quit billing when you were in prison when you tender IBOE] Yes they were sending me Bills every week and they arrested me because I drew it up on a computer and held me for 3 days and let me go. [Question indiscernible] You got that right. [Question indiscernible] Simple they pull a gun out and shoot you. They insert the shell into the revolver and shoot you. Because they have insurance on the straw man and since you got into dishonor and became an insurgent and belligerent. If go in....see I taught this in the other classes...this is why this is really a one week seminar because there are two sides of an ["AMICA" not sure if this is right] Report. There's the "Supply" side and the "Admiralty" side and if you read....there's a 700 page treatise on the internet that goes into all of these "**War Powers**" of the Executive Branch and anytime you're under the **War Powers Act and with the Trading with the Enemy**, you're subject to "**Catcher**" & "**Seizure**" wherever they find you. [Comment: What they do is sink your ship and collect on it;] A: Ya, they torpedo your vessel then they collect on it and if you don't allow them to do full settlement and closure they will kill you in about an hour...if you think these people care about you your in for a rude awakening. I care about you otherwise I wouldn't be standing here teaching. [Question about attorney] He's acting as your Trustee and if he doesn't, fire him...tell the judge this man I've appointed this man as fiduciary trustee [indiscernible] People come in my courtroom....[indiscernible] If you do it right and do what I tell you to do you will not be found in **contempt of court**. I got myself out of prison; I got charged with 3 counts of RICO. Intimidation:

Felony III; Retaliation: Felony II. [One more count couldn't make out] The only reason I spent anytime in prison is because I couldn't get my paperwork. A friend of mine Howard Griswald has all of my paperwork and he wouldn't send me my paperwork and I had to make a deal...I served 5 months and they let me out. But I didn't go in there and argue with them I asked them for full **settlement and closure of this account**. They dropped the first 2 counts... I didn't go in there like Ron Lutz did and tell the judge "you're sitting on the bench and you don't know the law"? [Comment: There's a lot of people I know in Michigan that are being arrested in court because their shooting their mouth out; they have a partial understanding of what's going on, but their being belligerent and calling the judge ass hole] I did that when I first started, I called the judge asshole....laughter...He said "you can't talk to me like that". [More laughter indiscernible] Ya, I didn't know all of this then. [Comment indiscernible] What they do is arrest you....**what you have to do is go after the Bond**. The Bond is the key to thisthe Bond I'm talking about is the **Bid Bond**. There's two sets of Bonds...there's GSA 25 (General Services Administration). It's calledSF means Standard Form [comment]...these are GSA Form Numbers....these are Federal Forms. There are two sets of Federal Forms. The GSA SF24, that's your "**Bid Bond**"; GSA SF25 is your "**Performance Bond**"; and the GSA SF25A is the "**Payment Bond**". [Question: something about the UNCITROL Treaty] The United States became a party to the UNCITROL convention in December 8th 1988 and it supercedes Article III of the UCC...if you go into the Master Text ...the official text it says that. That's where I got it from. We're going to get into that...these **International Bills of Exchange** **Note: some of these acronyms may not be right:**

END OF PART II

PART III

This is the **Bid Bond**; this is the **Performance Bond** & this is the **Payment Bond**. This is the Reinsurance here...the Performance Bond is the Reinsurance. The Payment Bond is the **Underwriter**. Do you know how they do it in Admiralty?

They write your name under the name of someone else and that's called the underwriter its all done with a signature. [Comment re: Bonds & ships on the sea] All Bonds are insurance...its all Admiralty. [Comment about seals] Well they usually have seals...all insurance companies have seals. Make a seal on it...make your own seal on it. If you're the Principal do you have to have somebody tell you what to do? If you're the Creditor then start acting like one. How does the Creditor act? Does he go after the Debt or the money? They come after you don't they? What's good for the goose is good for the gander [question] Yes; they guarantee the payment of the Bid Bond. The Payment Bond is the Underwriter. They get an Investment Broker and an Investment Banker to underwrite these Bonds. The Performance Bond guarantees the Bid Bond. Either the Insurance company or the Broker underwrites the Performance Bond. If you go into the Websites I gave you, US Dist courts, you'll see a whole list of admitted reinsures and listed Sureties...there all listed in there. If I printed out all the stuff I have, we'd have a stack of papers like this. [Question: If you go to court and have all these Bonds in place, will that settle the account?] Yes, fill them out and get someone to give them to you.

This is the problem with getting arrested because you don't want to get belligerent with these people...if you get arrested then you can't do anything. [Question: If you know of someone already in prison, how do you get them out?] Let me answer Joe's question he asked a question. UNITED NATIONS CONVENTION ON INTERNATIONAL TRADE LAW. Spelled: U-N-I-C-I-T-R-A-L. UNIT CONVENTION ON INTERNATIONAL BILL OF EXCHANGE. UNITIRAL CONVENTION ON TRADE LAW. Your Trade Law is your International Bill of Exchange and International Promissory Notes. You can use International Promissory Notes as well as International Bills of Exchange. I did an International Promissory Note with Wal-Mart and they accepted it. All these people being arrested....I'll tell you what, their doing it wrong; their not going to full settlement and closure before they get to court. If you let these accounts stay open, the court will come after you [criminally] civilly. Why are they coming after you? There not coming after you for what you did; their coming after you because you didn't do full

settlement and closure of the account. Your not going to go to prison for writing checks. Roger is not in prison because of the checks he wrote...they can charge him with anything. Ron Lutz got 17 years and he's not in prison for what he did...he bought some cars and they cashed those checks; those checks were good. He wrote an \$80K Sight Draft and it was good...they cashed it. CREDIT!!! While he's sitting in prison for 17 years. [Question: Why is that?] What have I been saying? They charged him, go read UCC 3-501 if you want to know what a charge is. In order to make someone Liable on a commercial instrument you have to make a presentment. Have you ever read a Mortgage Note? You waive Dishonor, you waive Presentment and you waive Protest. It's a confessed judgment that's why they go to collection. They seize the property and take you into court. You waive everything, you waive Presentment, Dishonor & Protest. Did I answer your question Joe regarding UNICITRAL ? Yes. December 8, 1988, the United States became a party to this Convention on International Bills of Exchange and International Promissory Notes. I have 4 different copies on UNICITRAL. This one here has the document numbers on it...Benedict on Admiralty 7th Addition. There's 90 articles in it and tells you the International Convention on Trade Law. It's the United Nations Convention on Trade Law. What they are doing is making everything uniform because everyone is operating on International Law. They are not operating under Article III, they are operating under the UNICITRAL Convention because the United Nations and the Pentagon are running everything. Their owned by the Jesuits who own the Vatican who are owned by the Catholic Church and the Pentagon and the United Nation. Their operating under International Law and that's why you have to use International Bills of Exchange because it Supercedes Article III and what does that mean...you can't use **Drafts or anything because its been Superceded**. Everything is International. When I did one of these, they arrested me and kept me for 3 days and then let me go. They must have called the Comptroller of the Currency. I gave one of these to them. All these people going to jail and I gave them one. **Where you get into trouble with these instruments is when you cut a draw on the Public side of the Accounting ledger**. There is no "Treasury Direct Account". Where is the account? It's your exemption **where is the exemption? It's on the Bill of Exchange**. You're the **Drawer and the Drawee**.

If you go into the UNICITRAL convention and read Articles 1 – 7, it tells you how to put one of these together...this is put together correctly. I've used it and it works. Q: The document number where did that come from? That came from "**Benedict on Admiralty**" that's the only one that has the document number on it if you want proof of the International Bills of Exchange. If you go to Article 6 subsection 3 & Article 7 – 4C it talks about "**As good as Aval**". What does "As good as Aval" mean? When you sign your signature, you put "As good as Aval" underneath it. This came from Australia and Canada. The Canadians use this and when the United States became a party to the UNICITRAL Convention, they adopted this into the convention on the International Bills of Exchange and these things work. I gave one to the ATA; these are the people that are arresting all of these people for using these instruments and they accepted it. Q: What does that mean..."Aval"? It's a Surety-Ship contract; that means your guaranteeing the payment. How can you guarantee the payment...because you are the Principal on the private side. **You're the Reinsure**. You're not only the Reinsure, you're the Underwriter. Write your name underneath theirs, get them to get you a contract then write their name and give them a Bid Bond, Payment Bond and a Performance Bond. Ya, you should put the date on there. You're the Principal and that's why they put the Principal on these Bonds. You're the Principal and the Reinsure on the Surety. You're also the Underwriter on the Payment Bond that guarantees the Performance Bond that guarantees the Bid Bond. Is there anybody that doesn't understand that? Q: When you write that Bill of Exchange do you write that Bid Bond with it? Yes. You use the International Bill of Exchange with the 3 Bonds. The Bid Bond, the Performance Bond and the Payment Bond. The International Bill of Exchange is the guarantee of the Bonds. That's the guarantee...that's the Surety Contract and they have to accept it. It's International Law. Their operating under the law. Their doing all of this stuff behind your backs, their doing it in the banks...what do you think the banks are running on? They don't have any money. Everyone is Bankrupt. There isn't a bank on this planet that hasn't got any money. **Their stealing your exemption number 1**, because you're not using and the exemption is intellectual property under international law. All commercial property or items come under intellectual property under international law. **Their stealing your identity**...the

people on this planet are like a bunch of moon struck cows. Everyone is so disoriented they need a Geiger counter to find their do do. Q: So all we do when we get a traffic ticket or something is write your acceptance statement; draw up the 3 Bonds and BOE and send it in and that's it? That's it. **What you do when you get arrested and you do the Acceptance and Return for Value and Consideration for full Settlement and Closure of the Account; the CUSIP & AUTORIS numbers using your Exemption and Pre-Paid account and exempt from levy. Put that on the front of the complaint for the amount of the bond they always have to set a Bond. That's the Market Value of the Bind Bond. So what you're doing is coming in as a contractor and bidding on the default judgment.** You attach the Bid Bond...you're the reinsure and the underwriter. Which means you're the reinsure on the Performance Bond and the Underwriter on the Payment Bond. All the Payment Bond is an underwriter on an underwritten Bond and usually what an investment banker or investment broker is. Now let me ask you this...how can they underwrite a Payment Bond when they don't have any money. You got to get real man...these banks are all Bankrupt. Ill liquid, insolvent. You're creating all the money the banks are using. They'll give you free checking a free dog...hahaha. A Mexican bull. Q: Do you have to have a UCC-1 filed? Ya, I would do it. Q: File one against the trust? Well they say you have to redeem your straw man and file with the Secretary of the Treasury..."to redeem your straw man"...I don't think that is necessary. What I did is file a 12 page security agreement because I made the Security Agreement the collateral and all the collateral is listed in the Security Agreement and I attached it to the UCC-1 financing statement and filed the whole thing, it's about 19 pages. Q: Where did you get the Security Agreement? A: I had a law firm draw mine up. The biggest law firm in the United States, all they do is Security Agreements...they did mine and if you want help I'll do one for you for a very small nominal fee. All the collateral is listed on this security agreement. It's got an Indemnification Bond in it in case of default and what you're doing is indemnifying all of the default of the straw man, it's just like a Surety Bond. You have all of this power and you're giving it all up. What do you think these people are doing? This is what their doing. We should be doing what their doing. They don't have any money. You're creating all of the money. So where

does that leave us? That means that we don't need banks do us? Q: Are we the only the country that knows this? Nope. I'll tell you who knows this ...**Douglas Whaley** you need to get his book. He's a professor of the University of Ohio and he teaches commercial law to banks and I'm going to get his books there's 3 volumes and their in print. I've got all 3 down at the other house or I had. [Some discussion on the security agreement] The reason I filed my security agreement is to get down my collateral I didn't put it on my UCC 1, I put it in the body of the security agreement. So I registered it ...the security agreement and the ucc-1. [More discussion on the ucc-1 and security agreement] The corporations always deal with the fictions because their bankrupt. You have to be a lien holder to claim this is the way Admiralty works. If you're not the lien holder then you can't bring a claim in Admiralty. [the security agreement is an agreement between the straw man and you. The ucc-1 is a registered lien that is authorized by the security agreement. The human controls the lien on the straw man by filing the lien on the ucc-1, prior to that you better have paperwork that documents the difference between the straw man and the human because if you don't have that you can't breach the assumption of the straw man in court. There's a process that's already been established that does the separation between the human and the straw man. The security agreement follows and the ucc-1 follows that. If you don't have that before you know this process prioritizes each one of those filings and they can go backwards and nail your butt to the liability on the straw man] [some more discussion on the filings] Don't make assumptions...they are not going to change anything. [Questions on attorneys] You make him talk to the court and if he doesn't want to do it then fire him. Get someone that will...tell the judge that he's not following your instructions. You've given him instructions for full settlement....get it on the record. Then you can go a Notarial Protest and a Notice of Protest which is your Default Judgment. If they refuse to close the account....and all these forms are in Pombino...I recommend you get Pombino Notarial Handbook. Pombinos. Somewhere in all of this paperwork I've got a Notary Handbook, I recommend you get one and here it is, here is the number...this is got all of the forms in it. Let me tell you that **you can only do a Notarial Protest on an International Bill of Exchange.** What does that tell you? Q: A: You can do your own if you're a Notary. This is called the National

Edition. I'm going to give you the phone number, it's an 800 number and you can call it and order it, its \$24.95 plus shipping. This has got all the forms to do a Protest. You do a Notice of Protest and a Certificate of Protest. You ask for the National Edition. It's got a **Maritime Protest and a Marine Protest and a Certificate of Protest and a Notice of Protest**. Notice of Protest is Notice of Dishonor...you have to give them Notice. Ask for the National Edition. Start doing things right and we'll start getting our Remedy. This is somebody that knows what their talking about. I bet you have 100,000 people running around teaching Redemption and none of them know this stuff that I'm teaching here today...not one person in Redemption knows this stuff. Q: A: Notary Handbook. Its in the Cleveland Library...I have it at home...I've got all the forms here for doing a Notary Protest...all the forms are in this book; the Notice of Protest and the Certificate of Protest and have already filed it with the Secretary of State and they sent it back and said it was not authorized to be filed and I'm going to resend it back. Even in the statutes is authorizes them to file it. If you're going to do this stuff you've got to learn it. Everybody is running around getting everyone else to do their paperwork for them – all they end up doing is getting in trouble. Q: Seems to me this Protest get lost in this whole procedure, I'm not sure how it fits in. A: OK, when you go to full settlement and closure of the account, their in commercial dishonor. If you do Notice of Protest and a Certificate of Protest...this is in **Title 10 USC section 4801**, it's called the **Uniform Foreign Judgments Act**. They're foreign to you. Do they collect on you? How many people are in prison right now? The old Axiom "If you're in Rome, do what the Romans do". If you're operating under Lex Mercantoria you got to learn Lex Mercantoria or Commercial Law. Q: A: Yes, under the Uniform Judgments Act. What do you think they're doing? Where do you think I'm getting all of this information from? I'm getting it from them...this is their stuff not mine I didn't make this stuff up, this is what their doing. The Federal District Court buy up the state court judgments with a Bid Bond from some contractor then some insurance company comes in their with a Performance Bond and underwrites the Performance Bond then they go to the Federal District court and enforce the judgment. The District court is buying all of these state court judgments and their selling them on the commodities and securities exchange. When you get an

underwriter in there the underwriter converts the Payment Bond into an investment security. They pool these mortgage backed securities and when they pool them they become a Bond. It's all Bonds. If you go to 26 CFR, I think its 1-101. We're talking about Bonds; you're the Principal on all these Bonds. Everyone is using your Bond except you. The Banks are buying Mortgages; all the real-estate and you're sitting here like a big dummy wondering what's going on. Your giving them all the money to do this...creating it. The banks can't create anything because they are on the Public which is bankrupt. That's why they open up all these account...these alleged freebees. We'll give you a big 12 inch pop sickle if you come down and open up an account; we'll give you an Aerobic Cube doll to play with or a Piñata; you know what a Piñata is? The little dummy that hangs from the strings. You give up all your power. I tried to teach this stuff in 1980 and nobody would listen. Now people are starting to listen. When the problem is always greater than the solution people always go to the solution. **Q:** If you're paying back the loan what happens to that interest...how does that interest fit in? **A:** Well the interest is represented by Accruals on the principal that's what they make the derivatives on. Everything that is circulating as money is capital and interest. Really what it is principal in circulation they don't call it principal because its capital and interest in circulation. Federal Reserve Notes, Demand Deposit Account, Checkbook Money, International Bills of Exchange any kind of commercial paper are called Capital and Interest. **"Letters of Stand-by Credit"**. How do you think a Bank issues a Letter of Stand-by Credit? **What a bank does take their collateral which is all these checks from the checking account which are nothing but promissory notes used as collateral and are used as the Stand-by-Letters-of-Credit.** If you ever looked at my Astrological chart, I'm doing this under my chart; I'm dealing with international bankers...here I am. Ha ha ha. You guys have a lot of power you just got to use it. **Q:** Do you want to set up a step by step instruction for someone in jail. **A:** First thing I would do...I need help, I'm trying to teach this stuff I'll tell you everything I know, I'm not trying to hide anything. **The number one thing you want to do is find out who has your bond. What bond am I talking about...the Bid Bond. Q:** Does it make any difference on what charges you have? **No. It doesn't matter if you were wagging your @#\$. Everyone is**

focused on what you did...it has nothing to do with what you did. When you get to the statute merchant, the statute itself is the bond...what does that bond represent...the public and national debt. That's why they made this...why do you think they made a straw man a person of title if their not bankrupt? They had to have a fiction as they only deal with fictions. And everyone wants to go in there and say that's not me or I spell my name...I've done all that. So to get your Bid Bond you go into the U.S. Court who buys all these Bid Bonds up. Find out what Circuit Court you're in and click on it. All these instructions are in that 15 page Treatise, you need to sit down and read the Treatise. This is why were going to have a follow up class on this stuff because your going to have questions on this stuff. Find out who the holder of you Bid Bond is on the website of the Dist. Court your in by looking up your case #. Remember their not the Holder-In-Due-Course only the Holder. You're the Holder-In-Due-Course. Make sure the guy in prison has a UCC-1 filed. Their doing the same thing with the mortgages...everyone is dipping into the prison system...everybody. There are 10,000 corporations in Paine Webber. I gave you the website, go into the website and go to Paine Webber and there's 10,000 corporations listed in their. I've got a file this thick on Fidelity management research that is supposed to be the assets of the prison system. [Comment: Actually the first step is to get the person who is in jail to file a ucc-1] A: Right, the first thing you should do is file a ucc-1 with a security agreement. Q: Shouldn't we separate our straw man via a "Declaration of Identity? A: The way my ucc-1 is setup it identifies the straw man. Number 3 is you find out who got your Bid Bond and all the instructions are in my Treatise on page 15. **READ THE TREATISE!!!** Educate yourself. I'm doing this for your benefit. I'm up here teaching this stuff for everybody's benefit. We can stop what these people are doing; this is very powerful stuff. Q: What about a priority lien? A: I think they know who you are, even though you're sovereign because your operating in a commercial setting, you have to follow commercial procedures; I don't think it has anything to do with status. People are getting in trouble in

courtroom not because their not sovereign, but because their getting into commercial dishonor. A default judgment applies to a sovereign. It doesn't matter what your status is, if you go into a courtroom and start testifying and go in their and telling them you are the debtor and get into dishonor and start arguing with these people. It's the procedure that you follow in the courtroom that identifies what your status is. Q: A: That's true; you have to make a "special appearance" and not a "general appearance". A General Appearance is when you go in there and recognize that this case is in court. What you want to do is get full settlement and closure so get your ucc-1 first. If you want to do the "Status" thing...my Security Agreement does that. Because you're in commercial law you want to establish yourself as the creditor. The first thing you should do when you go into a courtroom is go in a "Teratis" intervener...a 3rd party intervener. Intervener means intervention. You're coming in as a 3rd party intervener under rule 24. What appears to be a dispute over title? The title holder is the lien holder. The ucc-1 financing statement is a statutory lien. So what you want to do is establish yourself as the lien holder by the secured party. You're appearing as the 3rd party intervener. Intervenues is Latin for intervener. Teritris means 3rd party. Who are the other two parties? The Plaintiff & the Defendant. [some discussion on papers in court and how to act] A: If you act like a creditor you'll be treated like a creditor. If you act like debtor you'll be pounded right into the ground. Every time you open your mouth you're testifying. You have to find out who's holding your bond. Go to the District Court in your area and look up your case number where you were convicted and you find out who bought your Bid Bond. Who's holding the Bond and go after it. The Bid Bond, the Performance Bond...it will all be revealed. It will tell you who the reinsure is, who the underwriter is and who the contractor is who bought the Bid Bond. Q: How do I go after it, do I write a letter. A: Write a Letter Rogatory to them and tell them that you've done an acceptance and return for value and consideration and return and your asking for full settlement and closure of this account and CUSIP # and you want the Bond returned back to you. Q: Who do you send this to? A: Whoever is holding your Bond? You send it to the court too. I've already sent it to the court. They've closed the case and I want my Bond back. I sent it to the Clerk of

the court, prosecutor and the judge. [Q: Can you have the fiduciary find you're Bond?] A: Sure. This is after you've been convicted, dishonored and been to the cross-bar hotel and beat up and ganged banged...whatever and your out now and you want to get rid of all this....they still got your account open. [Q: So this is what you're talking about...the "Certificate of Protest" & "Notice of Protest"] A: You have to lay a foundation for Default Judgment just like they did to you; that's what they did to you. They got Default Judgment on you and then they went to closure. **The commitment order is the Default judgment.** Their committing you to a [*Department of corrections is to correct the Debt as stated by Roger Elvick*] or "credit" facility because they got you into a dishonor. These are called Credit facilities, these are not prisons. [Q: Can you issue a Bond with a Habeas Corpus?] A: Yes. A H.B. is a civil suit. If they don't give you the Bond...what I'm going to do is find out who is holding the Bond and send them a "Letter of Rogatory" and if they don't give me the Bond back then what I'm going to do is a Habeas Corpus in Federal District .Court to Order them to forfeit the Bond on the grounds that they are in commercial dishonor. I've got evidence of the dishonor. I've got judgment on them already; the **"Certificate of Protest" and the "Notice of Protest" IS YOUR JUDGMENT.** **But you can only do this on an International Bill of Exchange.** I've already don't the IBO.

The only thing you haven't done is close my account. They have not given me the proceeds or my Bond; the "Fixtures" "Products" & "Proceeds". [Discussion about (Haridabus: not sure if spelled right) Habeas Corpus, Surety] Yes, what you can do is sue the Bond with a Inreqocadia in Admiralty under Rule 9.8. Go after the Bond. Name the Bond in the suit what do you think their doing to you...their suing the Bond. Their not suing you, their suing the straw man. [Q: What happens once you get the Bond?] A: This is the only part that I don't know; I've got someone that does know what to do. I know how to monetize these Bonds or hypothecated...what you do is get them hypothecated. [Q: How do you get someone out of jail?] A: You do full settlement and closure and release the Bond...Orders of the court and the Bond. [Q: Release the Bond, does that include the person that is in jail?] A: Yes. Once you redeem the Bond then they have to release the person. The reason their holding the

person is because the bond has not been redeemed. [Some discussion can't make out] And he's doing it on the Public side. What I'm advocating is you do it on the private side. You Bond yourself. You're trying to do it on the public side and you can't redeem on the public side you have to do it on the private side. [Q: Basically what you're saying is that you redeem the Bond?] A: The reason their holding the person in prison is because of the Default Judgment. You got to redeem the Bond...there's an outstanding Bond **and their holding you as collateral against the Bond. Human chattel...you are goods in a warehouse. These prisons are crack facilities for warehouseman...they are baileys and bailers. If you read my Treaties, the Bailees are the ones that deliver the goods and the Baylor is the one that holds the goods and the bailment is the contractor that delivers the goods and you are goods under the Uniform Commercial Code. Chattle.** [Q: Where can you go to get instruction for the documents for Habeas Corpus?] A: Go to Title 28 section 2254...Habeas Corpus proceeding for a state prisoner and 2255 is for a Federal prisoner. You can get the forms from the Clerk of the District court. There are all kinds of form books in the law library for doing Habeas Corpuses.

(Hard to understand discussion by the group)

[some discussion on people in jails and various scenarios] discussion.....now if your trying to get someone else out of jail....how many people here have someone that they want to get out of jail? OK, I suggest we get together and figure out how the hell to do this and make it happen. Do these people have a ucc-1 they want to file? I think we need to start from scratch. Do they have an account with the US Treasury? That's where they need to start. Need their Social Security Number & Number on the back of the SS card and get their ucc-1 filed.....your saying all of those numbers are needed in a ucc-1? That's correct. That's not true because I discharged a debt for my son from the IRS. How old is your son? 37. He doesn't have any ucc-1 filed. Well here is what I'm going to recommend because there's plenty of people in here that have situations like that...if your interested I suggest that we create some kind of a work group and figure out this process and start

implementing this. We can do it on line or we can get together on the weekend or whatever you want to do. First of all there seems to be some discrepancy of information on what needs to be filed on the ucc-1...I didn't put my ss # on it...ya but you can amend anytime you want to.

Jean: I think the concept of your ss #, birth certificate # in setting up a Treasury Direct Account is the Secretary of the Treasury is the fiduciary trustee of the bankruptcy [Note: I also heard it was the Secretary of the Transportation. Transcriber] He is the one that discharges all your debts and so you send everything to him. What you do is draw yourself an International Bill Exchange and make yourself the Payee and you use your exemption. The red number on the back of the ss card, that's your exemption [aka Pre-Paid account no] the red numbers are on the new cards, they started doing that in the 50's and 60's. This is GAP the General Accounting Practices. [Also GAAP is Generally Accepted Accounting Principles] They give you two numbers: You have a private number and a public number. The ss # is for the debtor or straw man and the red number is for you the principal. Go get a **1099 OID** and I'll prove to you that everything I'm teaching is correct. Original Issue Discount they issue you as the principal and everyone else is listed as the Debtor and what they do is **file a 1096 tax return which is a Pre-Pay interest...**all corporations file that form to show pre-paid interest to get the deduction. If you read **title 26 sections 163 it says all pre-paid interest is tax deductible.** Everybody is doing this thing differently. I've seen guys write checks and they register them as collateral on a ucc-1. [Some discussion] Well everybody wants to do something differently. I've filed the birth certificate as collateral; listed the social security card. The straw man is a trust fund; I put it down as a trust fund...the Keating Jean Blane trust fund...that's who the debtor is. Ya, they say the secured party and the debtor cannot be the same person. The secretary of state wouldn't let me file it so **I changed it to a trust fund and they let me file it.** [They won't accept the description that the straw man is a different. They're using your name; your mother gave them permission to do that. **We all get too soon old and too late smart. 1099 OID, that's what they file when they buy these Bonds.** Let's take another break. **END OF WORK SHOP**

JEAN KEATING'S PRISON TREATISE

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JEAN KEATING'S PRISON TREATISE

November 30, 2004

The courts are operating under Statute Law. A "Statute" is defined in Black's Law Dictionary, Fourth Edition revised as a kind of bond or obligation of record, being an abbreviation for "statute merchant" or "statute staple".

Statute-merchant = is defined as a security for a debt acknowledged to be due, entered into before the chief magistrate of some trading town, pursuant to the statute 13 Edward I. De Mercatoribus, by which not only the body of the debtor might be imprisoned, and his goods seized in satisfaction of the debt, but also his lands might be delivered to the creditor till out of the rents and profits of them the debt be satisfied. This was also called a Pocket Judgment.

Statute Staple = A 1353 statute establishing procedure for settling disputes among merchants who traded in staple towns. The statute helped merchants receive swift judgment for debt. Cf. STATUTE MERCHANT. 2. A bond for commercial debt. A statute staple gave the lender a possessory right in the land of a debtor who failed to repay a loan. See STAPLE.

"A popular form of security after 1285 . . . was the . . . 'statute staple' - whereby the borrower could by means of a registered contract charge his land and goods without giving up possession; if he failed to pay, the lender became a tenant of the land until satisfied . . . the borrower under a statute or recognizance remained in possession of his land, and it later became a common practice under the common-law forms of mortgage likewise to allow the mortgagor to remain in possession as a tenant at will or at sufferance of the mortgage." J.H. Baker, An introduction to English Legal History 354 (3d edition 1990).

Recognizance = A bond or obligation of record binding a person to some act as to appear in court and subject to forfeit money if obligation is not fulfilled. Fifa = Fife, short for the Latin phrase fieri facias ("let it be made . . .") was a court (execution) to the sheriff to levy on ([a] Take of) the property of a debtor in order to satisfy a judgment (see judgment and execution dockets, above). The sheriff might typically keep track of fifas in a Sheriff's Fife Docket Book. Usually written on a fill-in-the blank form, a fifa names the parties to the court judgment and the value of property to be taken to satisfy the judgment. On the back, the sheriff or his deputies annotate their actions in carrying out the order. The fifas were to be returned to the court which issued them and the actions annotated on the Judgment Docket. Theoretically, the docket books should contain everything that was noted on the fifas.

I have been doing more research on our prison system via the internet and have found out some interesting things, regarding what is really going on in the courtroom. The court is looking for an acceptance and acceptor under 3-410 of the U.C.C. as the Principal has the primary obligation to pay or discharge any instrument presented for acceptance. Since they are presenting a Bill of Exchange [indictment] for acceptance. This is called an acceptance for honor, which involves a negotiable instrument especially a bill of exchange [indictment] that has been accepted for payment. The complaint, information, or indictment is a three party Draft, Commercial paper, or Bill of Exchange under Article 3 of the U.C.C. The Grand Jury Foreman is the Drawer or Maker of the Indictment by his signature, the Defendant/ Debtor or Straw man is the Drawee and the State is the Payee and the live man is the Payor. What they are doing in the courtroom is all commercial, this is in conformity to Title 27 CFR.

(a) Presentment for acceptance is necessary to charge the drawer and endorsers of a draft where the draft so provides, or is payable elsewhere than at the residence or place of business of the Drawee, or its date of payment depends upon such presentment. The holder may at his option present for acceptance any other draft payable at a stated date;

(b) Presentment for payment is necessary to charge any endorser;

(c) in the case of any drawer, the acceptor of a draft payable at a bank or the maker of a note payable at a bank, presentment for payment is necessary, but failure to make presentment discharges such drawer, acceptor or maker only as stated in section 3-502 (1)(B).

If you don't accept the charge or presentment you are in dishonor for non acceptance under 3-505 of the U.C.C. (c) and 3-501 (2) (a), (b). Acceptance is the drawer's signed engagement to honor the draft as presented. It must be written on the draft, and may consist of his signature alone. It becomes operative when completed by delivery or notification 3-410 of the U.C.C.

You are the fiduciary trustee of the straw man which is a Cesti Que Trust; in this capacity you have the responsibility to discharge all his debts, by operation of law. You are also the principal or asset holder on the private side of the accounting ledger; you are holding the exemption necessary to discharge the debt. When they monetize debt they must have a principal, capital and interest is what circulates as principal and is called revenue or re-venue. Principal is where venue lies. Revenue is a Tax debt or Tax bills. All bills when presented represent revenue, interest, capitol, or accruals circulating from you as the principal, when it is returned back to you as capital or interest it is called income or in-coming. This method of accounting is called the "Accrual Accounting Method" and is represented by debits and credits. Debits are assets Credits are liabilities. The credits and liabilities have to be in balance, this is accomplished through double bookkeeping entries

Corporations work on the Fiscal Accounting Cycle because they operate using commercial debt, we as owner principal's work on the General Calendar Accounting Year or Cycle. New York City has a \$ 6.6 billion dollar deficit, this deficit represents unredeemed debt on the credit side of the accrual accounting system and cannot be executed to the debit side of accrual accounting ledger, except through the principal's exemption. New York has therefore put its bond underwriting business up for bid. This means that New York will issue \$ 6.6 billion in bonds and pay underwriters over \$30 million in fees in the next fiscal year alone. Lehman Brothers Bank will underwrite New York's \$ 6.6 billion dollar deficit. An underwriter is an Insurer or one who buys stock from the issuer with an intent to resell it to the public or an entity or person, especially an investment banker, who guarantees the sale of newly issued securities by purchasing all or part of the shares for resale to the public.

The Corrections Corporation of America owns most of your prison systems and sells its stock and shares on the New York Stock Exchange, the major stock holder is the Paine Webber Group. They have a Dunn Bradstreet rating and are headquartered in Nashville, Tennessee at 10 Burton Hills Blvd and can be reached at 1-800-624-2931. Their Ticker Symbol for their stock is CXW_pb on the NYSE and CXW under business services on the NYSE. In Berlin Germany there ticker symbol is CXW.BE and CXW.DE in Frankfurt, Germany.

CCA later merged into PRISON REALTY TRUST, a Real Estate Investment Trust that is exempt from corporate taxes if it meets certain conditions. This was a \$4 Billion Transaction; companies acquire U.S. Corrections Corporation. One important condition is that it distribute 95% of its income to shareholders, a provision making REITs attractive to investors. Prison Realty Trust failed to meet those conditions of cash flow problems; it posted a \$62,000,000 loss for 1999 and was in default on the terms of its credit facility. Wall Street was unimpressed at the company's earlier scheme to issue junk bonds. Investors are angry that PZN lost its REIT status and the related dividend; they are filing class actions suits against Prison Realty Trust for false claims on Securities and Exchange Commission documents. Specifically, they are concerned about the non-disclosure of payments by PZN to CCA. Meanwhile Prison Realty just paid a dividend on their preferred stock (belonging to executive

In April of 2000, company audits expressed doubt about the company's solvency. Shares hit a new 52 week low of 2.12 each, down from the 52 week high of \$22.37. In his book the Perpetual Prisoner Machine [see resources], Joel Dyer notes that outside one CCA facility, there is a placard with the words "Yesterday's closing stock price". Imagine the legitimacy and confidence that are lost by people driving by seeing the stock price plummet, or even seeing "Yesterday's Closing Stock Price: \$2.12".

Together, CCA and its spin off Prison Realty Trust, lost \$265 million: "It's a slim chance, but bankruptcy is a possibility," says an analyst for First Union Securities. Localities that have contracts with the companies are concerned about whether guards will get paid, and how morale or turnover will effect daily operations, including prison security. The private prison was offered a \$200,000,000 restricting plan from its current shareholder Pacific Life Insurance Co. The Private prison's largest shareholder, Dreman Value Management, was pleased at the offer: "We always maintained that the (prison) business was great, but this has been a financial engineering disaster."

Shareholder lawsuits still must be settled on satisfactory terms for the deal to be finalized, but the other requirement was met when Lehman Brothers refinanced PZN's \$ 1 billion credit line. At the close of business 26 April, the price closed below \$3 a share again after briefly hitting \$3.50 the previous week. Prices through the first half of may have generally been below \$3 a share. On June 7, the stock hit a new low of \$2.00 and talks started on financial restructuring to remedy default on credit line. During the next week, stock rose \$1 a share on news that their \$1 billion credit line is restructured and they receive a \$780,000,000 federal contract.

Instrumental in pulling off this contract was former Federal Bureau of Prisons head J. Michael Quinlan, who is now on the Board of PZN. The Federal Contract, with guaranteed 95% occupancy rate, provided financial resources to reject a restructuring offer from Pacific Life Insurance, but a Legg-Mason stock analyst declared PZN an UNDERPERFORM. Quinlan is now one of the top executives in the company.

Because the stock has lost 75% of its value, two of the executives are leaving, but not without a \$1.3 million severance. Of course, there's also been millions in attorney fees, class action lawsuits from shareholders about the merger and management fees for restructuring. Share prices bottomed out at \$0.18 -yes, 18 cents; that really inspires confidence in the justice system. They instituted a 10 for 1 split, which does not change the underlying financials of the company, but prevented them from being removed from the New York Stock Exchange.

On February 23, 2000 Pacific Life Insurance Company submitted to the board of directors of Prison Realty Trust a shareholder based proposal to invest in and restructure Prison Realty Trust (NYSE:PZN). The shareholder proposal would involve additional value, less dilution and potentially higher returns for existing shareholders of Prison Realty Trust, than the agreement Prison Realty Trust currently has with Fortress Investment Group LLC, the Blackstone Group and Bank of America. Fortress Investment Group is a global alternative investment and asset management firm founded in 1998 with approximately \$11 billion in equity capital. They are located at 1251 Avenue of the Americas 16th floor New York, NY 10020 1-212-798-6100. Fortress just recently completed the acquisition of Germany's fourth largest residential housing company, GAGFAH, from the German Federal Government's social security and pension agency, Bundesversicherungsanstalt Fuer Angestellte (or BfA). The transaction, whi

Fortress on November 15, 2004 merged with Stelmar Shipping Ltd. Stelmar is an international provider of petroleum products and crude oil transportation services and is Headquartered in Athens, Greece. Stelmar operates one of the world's largest and most modern Handymax and Panamax tanker fleets with an average age of approximately six years. Stelmar's 40 vessel fleet consists of 24 Handymax, 13 Panamax and three Aframax tankers.

The Blackstone group is a private investment banking firm and describes itself as a leading global investment and advisory firm. The Blackstone Group was founded in 1985 by a group of four, including Peter G. Peterson and Stephen A. Schwarzman.

The Blackstone Group has ties to American International Group Inc. (AIG) and Kissinger Associates, Inc./Henry Kissinger. According to the Blackstone website, AIG acquired a 7 % non-voting interest in the company in 1998 for \$150 million" and committed to invest \$1.2 billion in future Blackstone sponsored funds."

Blackstone has developed strategic alliances with some of the largest and most sophisticated international financial institutions. In addition to AIG, they include Kissinger Associates, Roland Berger Partner, GmbH, and Scandinaviska Enskilda Banken," the website states [1] (http://www.blackstone.com/company/bst_group.html).

The company's Blackstone Alternative Asset Management unit handles \$1 billion in hedge funds for pension giant CalPERS.

John Kerry Forbes 2004 campaign 'advisor' Roger C. Altman was Vice Chairman of the Blackstone Group from 1987 through 1992 "where he led the firm's merger advisory business."

In December 2001, the Blackstone Group was appointed as Enron's principal financial advisor with regard to financial restructuring.

The Blackstone Group is also handling the restructuring of Global Crossing. The Blackstone Group is located at 345 Park Avenue New York, NY 10154 USA Phone: +1 212 583 5000 Fax: +1 212 583 5712. London location is the Blackstone Group International Limited, Stirling Square, 5-7 Carlton Gardens, 4th Floor London, SW1Y 5AD U.K. Phone: +44 20 7451 4000 Fax: +44 20 7451 4038.

In October 2004, Kissinger Associates and APCO Worldwide announced that they had formed "a strategic alliance". APCO Worldwide is located at 1615 L St. N.W., # 900, Washington, D.C. phone # 1-202-778-1000. APCO worldwide was started by Margery Kraus in 1984 and she is active on the board of Group Menatep (chair, Advisory Board), the largest Russian holding company; Teuza Fund, a Fairchild technology venture (Israel). Group MENATEP is an international diversified holding company and long-term Russian strategic and portfolio investor in international financial and capital markets.

Kissinger Associates is located at 350 Park Avenue, New York. Other groups associated with

Kissinger are Kissinger McLarty Associates, Military-industrial complex and oil industry. Henry Kissinger's real name is Henry Stern, who started and trained the terrorist group the Stern Gang in Israel, which is now called the Mossad. He trains global terrorist groups for the FBI, CIA, and the military, which are the groups running OUR government at every facet of its existence.

Pacific Life, a long term investor, beneficially owns approximately 4.5 million shares of Prison Realty Trust. The shareholder proposal by Pacific Life provides for additional value in the form of Series C Preferred Stock (approximately \$2.20 per share) to be distributed to existing shareholders, and potentially higher future returns, along with generating between \$45 to \$123 million in additional cash flow to Prison Realty Trust. Pacific Life was founded in 1868 and provides life and health insurance products, individual annuities and group employee benefits, and offers to individuals, businesses and pension plans a variety of investment products and services. The Pacific Life family of companies manages \$300 billion in assets, making it one of the largest financial institutions in America, and currently counts 65 of the 100 largest U.S. companies as clients. Pacific Life Insurance Company is a member of the Fortune 500 group.

The Prison Realty Trust [PZN], which is a real estate investment trust [REIT] and is the world's largest private sector owner and developer. A REIT is a company that buys, develops, manages and sells real estate assets. REIT's allows participants to invest in a professionally managed portfolio of real estate properties, REIT's qualify as pass through entities, companies who are able to distribute the majority of income cash flows to investors without taxation at the corporate level (providing that certain conditions are met). As pass through entities, whose main function is to pass profits on to investors, a REIT's business activities are generally restricted to generation of property rental income. Another major advantage of REIT investment is its liquidity (ease of liquidation of assets into cash), as compared to traditional private real estate ownership which are not very easy to liquidate. One reason for the liquid nature of REIT investments is that its shares are primarily traded

The origins of the real estate investment trust, or REIT (pronounced "reet") date back to the 1880s. At that time, investors could avoid double taxation because trusts were not taxed at the corporate level if income was distributed to beneficiaries. This tax advantage, however, was reversed in the 1930s, and all passive investments were taxed first at the corporate level and later taxed as a part of individual incomes. Unlike stock and bond investment companies, REIT's were unable to secure legislation to overturn the 1930 decision until 30 years later. Following WWII, the demand for real estate funds skyrocketed and President Eisenhower signed the 1960 real estate investment trust tax provision which reestablished the special tax considerations qualifying REIT's as pass through entities (thus eliminating the double taxation). This law has remained relatively intact with minor improvements since its inception.

REIT investment increased throughout the 1980s with the elimination of certain real estate tax shelters. Investments in real estate provided investors with income and appreciation. The Tax Reform Act of 1986 allowed REIT's to manage their properties directly, and in 1993 REIT investment barriers to pension funds were eliminated. This trend of reforms continued to increase the interest in and value of REIT investment.

Today, there are over 300 publicly traded REIT's operating in the United States their assets total over \$300 billion. Approximately two-thirds of these trade on the national stock exchanges.

REIT's fall into three broad categories:

Equity REIT's: (96.1%)

Equity REITs invest and own properties (thus responsible for the equity or value of their real estate assets). Their revenues come principally from their property rents.

Mortgage REITs: (1.6%)

Mortgage REITs deal in investment and ownership of property mortgages. These REITs loan money for mortgages to owners of real estate, or invest in (purchase) existing mortgages or mortgage backed securities. Their revenues are generated primarily by the interest that they earn on the mortgage loans.

Hybrid REITs: (2.3%)

Hybrid REITs combine the investment strategies of Equity REITs and Mortgage REITs by investing in both properties and mortgages.

Individual REITs are able to distinguish themselves by specialization. REITs may focus their investments geographically (by region, state, or metropolitan area), or in property types (such as retail properties, industrial facilities, office buildings, apartments or healthcare facilities). Certain REITs

choose a broader focus, investing in a variety of types of property and mortgage assets across a wider spectrum of locations.

The current REIT industry's investment choices can be broken down by property:

Retail 20%

Residential 21.0%

Industrial/Office 33.1%

Specialty 2.3 %

Health Care 3.8%

Self Storage 3.6%

Diversified 8.5%

Mortgage Backed 1.5%

Lodging/Resort 6.1%

Federal Prison Industries, also known by its trade name UNICOR, founded in 1934, is operated by the Department of Justice (DOJ) and is a wholly owned government corporation which employs 25 percent of the Federal Bureau of Prisons' sentenced inmate population. Unicom is a supplier to the military during the current war in Iraq.

The government has also created the Prison Industrial Complex, which is composed of the following Agencies:

Biometric Consortium

border Research and Technology Center (BRTC)

Bureau of Alcohol, Tobacco, and Firearms (BATF)

Corrections Program Office (CPO)

Counter drug Technology Assessment Center (CTAC)

Drug Enforcement Administration (DEA)

Federal Bureau of Prisons (FBP)

Federal Prison Industries (operated by DOJ); also known as UNICOR

Immigration and Naturalization Service

National Institute of Corrections (NIC)

National Institute of Justice (NIJ)

National Law Enforcement and Corrections Technology Center (NLECTC)

National Technical Information Service (NTIS)

Office of Correctional Education (OVAE)

Office of Drug Control Policy (ODCP)

Office of Law Enforcement Standards (OLES)

Office of Law Enforcement Technology Commercialization (OLETC)

Office of National Drug Control Policy (ONDCP)

Office of Science and Technology (OST)

Space and Naval Warfare Systems Center, San Diego (Navy SSC San Diego)

Southwest border High Intensity Drug Trafficking Area (HIDTA)

UNICOR

U.S. Customs Service

U.S. Department of Defense (DOD) / Biometric Management Office (BMO)

U.S. Department of Homeland Security / border and Transportation Security Directorate (BTS)

U.S. Department of Justice (DOJ)

U.S. Parole Commission

Non-Governmental Entities

Alternative Monitoring Services

American Correctional Association

American Legislative Exchange Council (ALEC)

"Bed brokers"

BI Inc. (Biometric Systems)

The [Biometric Foundation]

Bobby Ross Group

Capital Correction Resources

Cornell Corrections

correctionalnews.com

corrections.com

Corrections Corporation of America (CCA)

Corrections yellow Pages

Dominion Management

Dove Development Corporation

Earl Warren Legal Institute

Federal Extradition Agency (private)

General Security Service

Government owned/contractor operated

Iridian Technologies, Inc. (formerly IriScan, Inc.)

Juvenile and Jail Facility Management Services

Justice Policy Institute (JPI)

Justice Technology Information Network (JTIN)

Law Enforcement and Corrections Technology Advisory Council (LECTAC)

Mace Security Inc.

Management and Training Corporation

Manhattan Institute

Marriott Management Services

Misuse of labor

N-Group Securities

National Criminal Justice Commission

National Institute of Corrections (NIC)

Open Society Institute/Center on Crime, Communities and Culture

Premier Detention Services

Printrak (Motorola)

Prison Industries

The Prison Litigation Reform Act (1996)

Prison Realty Trust (merged with Corrections Corporation of America)

Prison telephone service (ATT the Authority; BellSouth MAX, MCI Maximum Security, North American In telecom)

RS Prisoner Transport

"Rent-a-call (see "bed brokers")

Scientific Applications and Research Associates (SARA)

The Sentencing Project

SENTRI/Secured Electronic Network for Travelers' Rapid Inspection

Serco Group, Inc.

Stun Tech Inc.

TRansCor America

Urban Development Corporation

U.S. Corrections Corporation purchased by Corrections Corporation of America

Wackenhut Corporation/Wackenhut Corrections

Other Related Disinfopedia Resources

Biometrics

Defense contractors

Eugenics

Federal contractors

Global detention system

Global economy

Globalization

Military-industrial complex

Surveillance-industrial complex

Population control

Prison labor

Sustainable development

Timeline to global governance

External links

Wikipedia: carceral state

Wikipedia: retribution justice

Wikipedia: prison-industrial complex

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American Legislative Exchange Council is owned by Paul Weyrich of the Free Congress Foundation and receives financial support from all of your major corporations. They are the moving force and promoter of the National Council of State Legislatures who privatize criminal statutes for financial gain and profit. They are promoting public policy in regard to prize and capture law under the War Powers Acts. The Reason Foundation is run by David Nott, the president and is a think tank promoting privatization of penal institutions for financial gain they are located at 3415 S. Sepulveda Blvd. Suite 400 Los Angeles California 90034 1-310-391-2245. The Wackenhut Corporation is a U.S. based division of Group 4 Falck A/S, the world's second largest provider of Security Services and is based in Copenhagen, Denmark and is the premier U.S. provider of contract services to the business, commercial, and government markets. The types and techniques of Privatization are:

1. Contracting Out [also called Outsourcing]
2. Management Contracts
3. Public-Private Competition [also called managed competition or market testing]
4. Franchise
5. Internal Markets
6. Vouchers
7. Commercialization [also referred to as service shedding]
8. Self Help [also referred to as transfer to non-profit organization]
9. Volunteers
10. Corporatization
11. Asset Sale or Long-Term Lease
12. Private Infrastructure Development and Operation

Cornell Corrections Inc. [NYSE:CRN] is chaired by DAVID M. CORNELL and their Company's concept began December 7, 1990, it was a rough business plan, yet the Dillon Read Venture Capitol became their first investor on February 21, 1991. [They are also called Trinity Venture Capital and Shane Reihill is the Chairman and founder.] They built correctional facilities in Plymouth, Massachusetts, the other in Central Falls, Rhode Island. They have grown 33-fold in revenues and offenders under contract since that time. They have diversified and are now dependent upon development and have diversified into the three sectors of the business- secure institutional, they go up to maximum security; juvenile; and pre-release. They are the only company really in the business of aggressively growing in each of these three sectors. There institutional revenues are around 42 percent, juvenile revenues approximate 40 percent and prerelease revenues are around 18 percent. These factors represent t

Privatization is the transfer of assets or service delivery from the government sector. Prisons are nothing but warehouses for the storage of goods and chattel under commercial law. The Warden is a Bailee or Warehouseman [before the term admiral was used He was called Custos Maris "Warden of the Sea"] [In some ancient records He was called Capitanus Maritimarum or "Captain or Tenant in Chief of the Maritime"] who receives personal property from another as Bailment. The Bailor is one who provides bail as a surety for a criminal defendant's release. Also spelled Bailor. Bailment is the delivery of personal property by one person [the Bailor] to another [the Bailee] who holds the property

for a certain purpose under an expressed or implied-in-fact contract. Goods are tangible or movable property other than money; especially articles of trade or items of merchandise. The sale of goods is governed by Article 2 of the U.C.C. "Goods means all things, including specially manufactured

Everything is being run under the Law Merchant under U.C.C. 1-103. Section 1775.04 of Title 17 Corporations: Partnerships of the Ohio Revised Code says "Rules of Law and Equity, including the Law Merchant, to govern." UCC 1-103 is quoted in the Administrative Manual of the Internal Revenue Service, put out by CCH and says that the law of the Merchant governs all sections in the Internal Revenue Code. Based on the above information it looks like GSA and GAO are heavily involved in the accounting aspect of the Prison System, which explains why they are supplying all the Bond forms respecting the Bid, Performance, and Payment. When your dishonor is sold within the United States it has a six digit accounting # and is called a Cardinal number, when it is sold at the International Level it goes Ordinance or Military and uses a nine digit accounting number. This is where AutoTRIS and CUSIP come in. AutoTRIS is the Automated Forensic Traces Investigation System and was designed in the Rities [Ed. Note: error in original.] [Mortgage Backed Securities is ownership position in a group, or pool, of mortgage loans. It is Bonds in which interest and principal received from this pool of mortgage loans are passed through to the Bondholders]. TBA and CUSIPs incorporate within the number itself, a security's mortgage type [Ginnie Mae, Fannie Mae, Sally Mae, and Freddie Mac], coupon, maturity, and settlement month. For financial instruments actively traded on an International basis, which are either underwritten debt issues or domiciled equities outside the United States and Canada, the financial instruments will be identified by a CINS [CUSIP International Numbering System] number. The CINS number was developed in 1988 by Standard Poor's and Telekurs [USA] in response to the North American Securities industries need for 9 character identifier for International Financial Instruments. CINS numbers appear in the International Securities Identification Directory [ISID Plus Services] which is co-produce[Ed. Note: error in original.]

To show how massive this system is ISID plus contains over 500,000 global financial instruments and cross references all major national numbering systems... ISID Plus has been designed to minimize the impact on back-office systems and operations, while facilitating cross-border communications among global custodians, depositories, banks, securities organizations, and exchanges. CINS numbers employ the same issuer [6 characters] Issue [2 characters check digit] concept espoused by the CUSIP Numbering System. The first position of a CINS code is always represented by an alpha character, signifying the Issuer's country code [domicile] or Geographic region. The National Association of Insurance Commissioners [NAIC] in October 1988 mandated the use by issuers of a uniform private placement number [PPN] to identify investments in their annual statements filed with the State Regulatory Authorities. Standard Poor's CUSIP Service was selected by the NAIC to create, assign, and administ

I have the Articles of Incorporation of THE ASSOCIATION of NATIONAL NUMBERING AGENCIES or [ANNA SC]. The registered office is located and established at 6, avenue de Schiphol-1140 Brussels - Belgium. The object of ANNA is to maintain and promote the standards of International Standard ISO 6166, as amended from time to time [hereafter "the Standard"]. I bet that this standard # 6166 is the number of a man and His number is 666 and is talked about in Revelations 13; 18 and whose purpose under Article 3 is to carry out any commercial, financial, or civil transactions directly or indirectly related to the objects of ANNA. Under Article 5 ANNA has unlimited Capital through BIS [Bank for International Settlements], CCA, ALEC, WACKENHUT, CORNELL CORRECTIONS, REASON FOUNDATION, DILLION READ VENTURE CAPITOL, SG WARBURG, UBS WARBURG, WARBURG DILLON READ and the PAINE WEBBER GROUP. Under Article 29 ANNA has a list of all public finds, shares, stocks, bonds, and other securities composin

The Bank for International Settlements is at the apex of all of the world's central banks, since they control and dictate monetary policy worldwide. In the late 1990's they set up a new structure called the Financial Stability Forum. Which brought together the G 7 Central Bank ministers, G 7 Finance Ministers, their respective Securities and Exchange Commissions, the Comptroller of the Currency and FDIC, along with the IMF and World Bank. This represents a further integration of the economies, policies and movement of monies and investments. Furthermore, in addition to the Central Banks, there is the Group of Eight which is comprised of the heads of state from the United States, Canada, Germany, Japan, Italy, France, Great Britain, and Russia. They have been meeting since 1975 when there were only five countries. Russia is the most recent country to join. They participate fully in every area with the exception of finance where they only participate in financial terrorism. For

Also contributing to the new financial architecture is the rise of multi-national and transnational corporations, mergers and acquisitions, country privatization of its assets such as railroads, agriculture, banks, airlines, telephone companies, etc. Furthermore, the rise of public-private partnerships which is a merger between government and business, also known as fascism, has contributed to a changed financial landscape. In addition, there is the move towards a global stock exchange, the establishment of a World's Customs Organization and "open skies" between countries.

Why is privatizing prisons so appealing to federal, state, and local governments? As the Nation put it:

"The selling point was simple: Private companies could build and run prisons cheaper than the governments. Unfettered American Capitalism would produce a better fether, saving cash-strapped states millions of dollars each year" while simultaneously generating huge profits. The Nation explains how this miracle would be accomplished. "Private prisons receive a guaranteed [per diem] fee for each prisoner, regardless of the actual costs. Each dime they don't spend on food or medical care [for prisoners] or on wages and training for the guards is a dime they can pocket." Most guards in public prisons belong to the LEOU, which is part of the American Federation of State, County, and Municipal Employees AFSCME. I have a pointed question for you, why aren't we as principals on the Private side of the accounting cycle using our Exemption Priority to discharge all this Public Debt

By legal definition, all of your Federal and State "Statutes" are Bonds or Obligations of Record and are represented in the courtroom by the Recognizance Bond, which is a Bond of Record or Obligation for the payment of debt.

A condensed version of what is going on is that the CCA as a corporation, creates or issues stock certificates based on prison population, goods or chattel as they are called in commercial law. The underwriter is the one who buys the stock from the Issuer the CCA with intent to resell it to the public or an entity or person, which is usually an investment banker. The investment banker purchases all or part of the shares of the stock for resale to the public in the form of newly issued investment securities based on the shares of the stock. Brokerage Houses and Insurance Companies Bid on the Investment Securities with a Bid Bond issued by the GSA. The Bid Bond is then indemnified by a surety company through Performance and Payment Bonds. The Bid, Performance, and Payment Bonds are then underwritten by the Banks as Investment Securities for resale to the public. The Institutional Holders who own most of the Shares are:

1. FMR [Fidelity Management Research Corporation 3, 084,024 shares at a value of \$109,791,254 dollars.
2. Legg Mason Inc. 1,235,563 shares valued at \$43,986,042 dollars.
3. Barclays Bank Pic 1, 041,671 shares valued at \$37,083,487.

There are seventeen more corporations owning various amounts of shares at varying dollar values. These can be viewed by going to <http://finance.yahoo.com/q/mh?s=CXW>.

The Top Insider Rule 144 Holders are:

1. Russell, Joseph V. / 64,450 shares as of 2-May-03
2. Ferguson, John D. / 40,340 shares as of 2-May-03
3. Quinlan, J. Michael / 28,575 shares as of 10-Sep-02
4. Turner, Jimmy / 13,817 shares as of 23-May-03
5. Horne, John R. / 5,751 shares as of 29-Jun-04

As you can see by the above information, this system permeates every fabric of our society. This treatise represents about 40 hours of brainstorming. Currently global terrorism is being funded by the prison system and the State's Retirement Fund go to www.DivestTerror.Org this is a 115 page treatise on the Terrorism Investments of the 50 States.

Go to a search engine and type in U.S Courts. Go to court links and click, which shows a map of the circuit courts, click on 7th circuit, a list of the 7th and 8th circuit courts will appear, click on Illinois Northern District Court, then click on Clerk's Office, then go to administrative services, then to Financial Department, you will see Criminal Justice Act, Post Judgment Interest Rates, and list of sureties, click on sureties it will take you to FMS.TREAS.GOV, there on left side you will see sureties listing, admitted reinsurers and forms, click on forms and you will see Reinsurance Agreement for a Miller Act Performance Bond SF 273, and a SF274 Payment Bond and a Reinsurance Agreement in Favor of the United States SF 275 and a list of Admitted Reinsurers, Pools and Associations, and Lloyds' Syndicates, you will also see a list of the Department of the Treasury's Listing of Approved Sureties [Department Circular 570].

U.S. District Courts are buying up the State Court default judgments, when you refuse to pay or dishonor the debt. Contractors and Insurance Companies are bidding on the default judgments with a Bid Bond, then a Reinsurance Company comes in and purchases a Performance Bond as a surety for the Bid Bond. The Performance Bond is then under written by a Payment Bond, this is usually done by an investment company or investment banker. When these Bonds are pooled they become mortgage backed securities or surety bonds. They are then put on the bond market through TBA [The

Bond Association]. These bonds are also sold as investment securities through brokerage houses or insurance companies. Securicor is one of your biggest international securities companies and is located in South Africa and have acquired Gray Security Services. Securicor was formed from the merger between Securicor pic and Group 4 Falk, which was completed in July 2004. Securicor operates in 50 different countries.

Reinsurance is defined as insurance of all or part of one insurer's risk by a second insurer, who accepts the risk in exchange for a percentage of the original premium; this is all admiralty maritime at its finest. Also termed reinsurance. The term 'reinsurance' has been used by courts, attorneys, and text writers with so little discrimination that such confusion has arisen as to what that term actually connotes. Thus it has so often been used in connection with transferred risks, assumed risks, consolidations and mergers, excess insurance, and in other connections that it now lacks a clear-cut field of operation. Reinsurance, to an insurance lawyer means one thing only - the ceding by one insurance company to another of all or a portion of its risks for a stipulated portion of the premium, in which the liability of the reinsurer is solely to the reinsured, which is the ceding company, and in which contract the ceding company retains all contact with the original insured, and ha

The laying off of risk by means of reinsurance traditionally serves three basic purposes. First, reinsurance can increase the capacity of the insurer to accept risk. The insurer may be enabled to take on larger individual risks, or a larger number of smaller risks, or a combination of both. Secondly, reinsurance can promote financial stability by ameliorating [improving] the adverse consequences of an unexpected accumulation of losses or of a single catastrophic losses, because these will, at least in part, be absorbed by reinsurers. Thirdly, reinsurance can strengthen the solvency of an insurer from the point of view of any regulations under which the insurer must operate which provide for a minimum 'solvency margin', generally expressed as a ratio of net premium income over capital and free reserves. P.T. O'Neill J.W. Woloniecki, the Law of Reinsurance in England and Bermuda 4 [1998].

All of the performance and payment bonds are regulated and controlled by FAR [Federal Acquisition Regulations] which is under [48 CFR] 28.202-1 and 53.228(h). These bonds are being used in cases where it is desired to cover the excess of a Direct Writing Company's underwriting limitation by reinsurance instead of co-insurers on Miller act performance bonds running to the United States. These FAR regulations come in two volumes, volume 1 is approximately 1,326 pages volume 2 is 823 pages long. These should be consulted and read before these bonds are used.

The Miller Act is found in Title 40 U.S.C.A. sections 270 a - 270d-1 and is federal law requiring the posting of performance and payment bonds before an award is made for a contract for construction, alteration, or repair of a public work or building. The surety company issuing these bonds must be listed as a qualified surety on the Treasury List, which the U.S. Department of the Treasury issues each year.

I believe that the prisons are repository institutions or facilities for securities [prisoners] as collateral for the public and national debt. The prisoners represent asset or repository money for the Bid, Performance and Payment Bonds. The prisons are referred to as credit facilities, institutions or repositories. They function essentially the same way that a Depository Bank does under 17 CFR section 450. The Prisons are acting in the capacity of a fiduciary or custodian over Government Securities or otherwise for the account of a customer, and that are not government securities brokers or dealers, as defined in sections 3 (a)(44) of the Securities Exchange Act of 1934 (15U.S.C. 78 c (a) (43)-(44). The regulations in subchapter B are promulgated by the Assistant Secretary (Domestic Finance) pursuant to a delegation of Authority from the Secretary of The Treasury. The office responsible for the regulations is the Office of the Commissioner, Bureau of the Public Debt.

Sureties and Surety Bonds are covered in Title 31 sections 9301-9309. The Bid, Performance, and Payment Bonds fall in the category of surety bonds under these provisions. Under section 9303 Government Obligations may be substituted for Surety Bonds. Government Obligations are defined as public debt obligations of the United States Government and an obligation whose principal and interest is unconditionally guaranteed by the Government.

The bid, performance and payment bonds in addition to being sold on the commodities and securities exchange as pooled mortgaged backed securities and cleared for settlement through the FICC [Fixed Income Clearing Corporation], who is the holder until the Bonds are sold, are also being pledged as collateral for funds and a line of credit at the discount window or the open-market trading desk of Freddie Mac, Fannie Mae, Sally Mae, Ginnie Mae, or your local Federal Reserve Bank. All discount Window advances must be secured by collateral acceptable to the Reserve Bank. The following types of assets are most commonly pledged to secure discount window advances.

1. Obligations of the United States Treasury
2. Obligations of U.S. government agencies and government sponsored enterprises

3. Obligations of states or political subdivisions of the U.S.
4. Collateralized Mortgage Obligations
5. Asset backed securities
6. Corporate bonds
7. Money market instruments
8. Residential real estate loans
9. Commercial, industrial, or agricultural loans
10. Commercial real estate loans
11. Consumer loans

Check with your local Reserve Bank if you have any questions about other types of collateral

+++++

The Federal Reserve System Discount Window Collateral Margins Table includes valuation margins for the most commonly pledged asset types. Assets accepted as collateral are assigned a lend able value [market or face value multiplied by the margin] deemed appropriate by the Federal Reserve Bank. [see the attached schedules]

The Treasury Department issues certificates of authority to insurance companies who submit a financial statement to the Department of the Treasury. The reinsurance company's limitation on liability is determined and predicated on 10% of the Policy Holders surplus retained by earnings from capitol surplus. The published underwriting limitation is on a per bond basis but does not limit the amount of a bond that a company may write. Companies are allowed to write bonds with a penal sum over their underwriting limitation as long as they protect the excess amount with reinsurance, coinsurance or other methods as specified in Treasury Circular 297, Revised September 1, 1978 [31 CFR 223.10-11.]. Treasury refers to a bond of this type as an Excess Risk. When Excess Risks on bonds in favor of the United States are protected by reinsurance, such reinsurance is to be effected by use of a Federal reinsurance form to be filed with the bond or within 45 days thereafter. In protecting such e

Charles Townshend who passed The Townshend Act in 1767 and who was the Lord High Admiral on the British Board of Trade caused the American Revolution due to the high Tariffs, Duties, Imposts and Excises imposed on the Colonists on imports from London, England.

By talking with a broker named Jim McFadden for AG Edwards I found out that the Bond Register and paying agent for the County of Cuyahoga is Frank Lamb a Trustee for Huntington National Bank at 917 Euclid Avenue Cleveland, Ohio 44115 telephone # 1-216-515-6662. I also found out that Lisa Jennings of J.P. Morgan Bank in Cleveland, Ohio is the transfer agent for bonds her telephone # 1-216-274-1606 and Holly Pattison of National City Bank is also a transfer agent. Her Telephone # 1-216-222-2552. I spent 30 minutes on the phone with Robert Duke, who is the director of underwriting for the Surety Association of America under circular 570 for the Department of the Treasury whose telephone # is 1-202-463-0600. His address is 1101 Connecticut Avenue, N.W. Suite 800, Washington, D.C. 20036.

I went through circular 570 of the Department of Treasury and called several of the admitted reinsurance companies through their underwriting department and found out they knew absolutely nothing about reinsurance relative to bid, performance and payment bonds. This fact leads me to believe that in addition to being a Repository Bank with prisoners being the assets, collateral, or securities for the bid, performance and payment bonds, the prisoners are the actual reinsurance or surety and their sentence represents the valued and marketable risk involved with the materials, supplies and cost factors involved with the guaranteed performance, and payment relative to the bonds. This is termed assumed risk in insurance and represents a present peril, hazard, or danger of loss, due to their dishonor and default judgment in court. That is why there is a penal sum or clause attached to each bond for non performance and payment of the bonds.

Since everybody on the public or debt side is bankrupt or insolvent how can they assume a liability or risk? They can't that is why they have to look to the exempt priority private asset side of the accounting ledger to assume reinsurance or risk. You can't pay a debt or assume a risk with a debt instrument. This can only be done with Asset Collateral through goods [prisoners] under mercantile

civil and commercial law.

When a corporation wants to build or perform construction, he receives bids from a contractor, if the contractor is awarded the bid, the corporation who is the owner and obligee, then requires that the contractor submit a bid bond, the contractor then becomes the principal obligor. He is then required to get a reinsurance company to act as surety on the bid bond, and then a performance bond is issued to guarantee cost of material and supplies. The reinsurance company who is acting as surety for the bid bond also acts as the underwriter through a payment bond. The bid bond is a three party obligation with the obligee as the owner of the bid, performance and payment bonds.

The Surety Association of America is a voluntary, nonprofit, unincorporated association of companies engaged in the business of suretyship. SAA represents more than 500 companies that collectively underwrite the vast majority surety and fidelity bonds in the United States, as well as a number of foreign affiliates. SAA is licensed as a rating or advisory organization and has been designated as a statistical agent by all the states except Texas for the reporting of fidelity and surety experience. The National Association of Surety Bond Producers is the international organization of professional surety bond producers and brokers. NASBP represents more than 5,000 personnel who specialize in surety bonding; provide performance and payment bonds for the construction industry; and issue other types of surety bonds, such as license and permit bonds, for guaranteeing performance. NASBP's mission is to strengthen professionalism, expertise, and innovation in surety and to advocate its use

SURETY INFORMATION OFFICE

National Association of Surety Bond producers
5225 Wisconsin Avenue NW, Suite 600,
Washington, D.C. 20015(202) 686-7463 Fax (202) 686-3656
www.sio.org sio@sio.org

I also believe that the Bid Bonds are being used to purchase commercial items [commercial paper] such as court judgments this is done through GSA SF form 1449 contract form and is a rated order under DPAS [Defense Priorities and Allocations System] see 15CFR 700 this is under the National Security Industrial Base Regulations. This is all under the Executive Branch under the President and Military.

WORD DEFINITIONS RELATIVE TO BONDS

1. HOLDER = The owner of a security. SEE BONDHOLDER.
2. TRANSFER AGENT = The person or entity that performs the transfer function for an issue of registered municipal securities. This person or entity may be the issuer, an official of the issuer or a third party engaged by the issuer to act as its agent. The trustee under a trust indenture often also acts as transfer agent. Compare: REGISTRAR. See: REGISTERED BOND; TRANSFER; TRUSTEE.
3. REGISTRAR = The person or entity responsible for maintaining records on behalf of the issuer that identify the owners of a registered bond issue. The trustee under a trust indenture often also acts as registrar. Compare: TRANSFER AGENT. See: BOND REGISTER; TRUSTEE.
4. BOND REGISTER = A record, kept by a transfer agent or registrar on behalf of the issuer, that lists the names and addresses of the holders of the registered bonds. See: BONDHOLDER; REGISTERED BOND; REGISTRAR; TRANSFER AGENT.
5. ISSUER = A state, political subdivision, municipality, or governmental agency or authority that raises funds through the sale of municipal securities.
6. UNDERWRITER = A Broker - dealer that purchases a new issue of municipal securities from the issuer for resale in a primary offering. The underwriter may acquire the securities either by negotiation with the issuer or by award on the basis of competitive bidding. Compare: PLACEMENT AGENT. See: COMPETITIVE SALE; NEGOTIATED SALE; PRIMARY DISTRIBUTOR; PRIMARY OFFERING; SUNDICATE.
7. SETTLEMENT = Delivery of and payment for a security. Compare: CLEARANCE. See: DELIVERY DATE; GOOD DELIVERY.
8. CLEARANCE = The process of delivering securities from a seller to a buyer, either directly or through their agents. Compare: SETTLEMENT.
9. BOND PROCEEDS = The money paid to the issuer by the purchaser or underwriter of a new issue of municipal securities. These moneys are used to finance the project or other purpose for which the

securities were issued and to pay certain costs of issuance as may provided in the bond contract or bond purchase agreement. See: NET PROCEEDS.

10. BOND PURCHASE AGREEMENT [BPA] - The contract between the underwriter and the issuer setting forth the final terms, prices and conditions upon which the underwriter purchases a new issue of municipal securities in a negotiated sale. A conduit borrower also is frequently a party to the bond purchase agreement in a conduit financing. The bond purchase agreement is sometimes referred to as the "purchase agreement" or, less commonly, the "underwriting agreement." See: NEGOTIATED SALE; UNDERWRITING AGREEMENT; WRITTEN AWARD.

11. CONDUIT BORROWER = A borrower of bond proceeds in a conduit financing. See: CONDUIT FINANCING; OBLIGOR.

12. CONDUIT FINANCING = The issuance of municipal securities by a governmental unit (referred to as the "conduit issuer" to finance a project to be used primarily by a third party, usually a for-profit entity engaged in private enterprise or a 501 (c) (3) organization (referred to as the "conduit borrower"). The security for this type of issue is customarily the credit of the conduit borrower or pledged revenues from the project financed, rather than the credit of the conduit issuer. Such securities do not constitute general obligations of the conduit issuer because the conduit borrower is liable for generating the pledged revenues. Industrial development bonds, multifamily housing revenue bonds and qualified 501 (c) (3) bonds are common type's of conduit financings. See: HOUSING REVENUE BOND- Multi-family housing revenue bonds; INDUSTRIAL DEVELOPMENT; PRIVATE ACTIVITY BOND.

13. AWARD = The official acceptance by the issuer of a bid or offer to purchase a new issue of municipal securities by an underwriter. The date of the award is generally considered the "sale date" of an issue. See: BID; BOND PURCHASE AGREEMENT; WRITTEN AWARD. Compare: VERBAL AWARD.

14. BENEFICIAL OWNER = The person to whom the benefits of ownership of given securities accrue, even though the securities might be held by, or in the name of, another person or held in an account over which another person has investment discretion. For example, a securities firm might hold securities in "street name" in its vaults or at a securities depository, with the beneficial owners of the securities only designated on the firm's records. Compare: BONDHOLDER.

15. DEPOSITORY = A registered clearing agency that provides immobilization, safekeeping and book-entry clearance and settlement services to its participants. Compare: CLEARING CORPORATION. See: REGISTERED CLEARING AGENCY.

16. BOOK-ENTRY ONLY (BEO) or BOOK-ENTRY SECURITY = A security that is not available to top purchasers in physical form. Such a security may be held either as a computer entry on the records of a central holder (as is the case with certain U.S. Government securities) or in the form of a single, global certificate. Ownership interests of, and transfers of ownership by, investors are reflected solely by appropriate books and record entries. Most municipal securities issued in recent years have been in book-entry only form. Compare: CERTIFICATED SECURITY; IMMOBILIZED SECURITY. See: GLOBAL CERTIFICATE.

17. GLOBAL CERTIFICATE = A single certificate sometimes referred to as a "jumbo certificate", representing an entire maturity of an issue of securities. Such certificates are often used in book-entry systems. The issuer issues a global certificate that is then lodged in the facilities of a depository or other book-entry agent and kept safely by the agent until maturity. The securities are available to beneficial owners only in book-entry form, and no certificates can be obtained. Compare: IMMOBILIZED SECURITY. See: BOOK-ENTRY ONLY.

18. IMMOBILIZED SECURITY = A physical security that is held in a central depository for the account of its beneficial owner but that may be withdrawn from the depository in physical form. Immobilized securities may be transferred when sold by entries on the records of the depository or by withdrawal of actual certificates. Compare: BOOK-ENTRY ONLY; GLOBAL CERTIFICATE.

19. 501(c)(3) ORGANIZATION = An organization recognized by the Internal Revenue Service as a not-for-profit organization. A 501 (c) (3) organization can borrow funds to finance projects on a tax-exempt basis through a conduit issuer. Examples include not-for-profit colleges and universities, hospitals, museums and retirement communities. See: CONDUIT BORROWER; PRIVATE ACTIVITY - Qualified 501 (c) (3) bonds.

20. MUNICIPAL SECURITIES = A general term referring to securities issued by local governmental subdivisions such as cities, towns, villages, counties, or special districts, as well as securities issued by states political subdivisions or agencies of states. A prime feature of these securities is that interest or other investment earnings on them usually are excluded from gross income of the holder for

federal income tax purposes. Issuers of municipal securities are exempt from most federal securities laws. Compare: TAXABLE MUNICIPAL SECURITY.

21. REGISTERED CLEARING AGENCY = An organization, registered with the Securities and Exchange Commission pursuant to section 17 A of the Securities Exchange Act of 1934, that provides specialized systems for the confirmation, comparison, clearance and settlement of securities transactions. See: NATIONAL SECURITIES CLEARING CORPORATION.

22. NATIONAL SECURITIES CLEARING CORPORATION (NSCC) = A clearing corporation. See: CLEARING CORPORATION; DEPOSITORY TRUST AND CLEARING CORPORATION.

23. CLEARING CORPORATION = A registered clearing agency that provides specialized comparison, clearance and settlement services for its members. A clearing corporation typically offers services such as automated comparison systems and transaction netting systems. Compare: DEPOSITORY. See: NATIONAL SECURITIES CLEARING CORPORATION; REGISTERED CLEARING AGENCY.

24. DEPOSITORY TRUST AND CLEARING CORPORATION (DTCC) = The entity formed by the merger of Depository Trust and National Securities Clearing Corporation. DTCC facilitates the clearance and settlement of securities transactions.

25. AUTHORITY = A unit or agency of government, or a separately established not-for-profit entity formed on behalf of a governmental entity, established to perform specialized functions. In some cases, authorities have the power to issue debt that is secured by the lease rental payments made by a governmental unit using the facilities constructed with bond proceeds. In other cases, authorities issue private activity bonds for the purpose of making the proceeds available to qualified private entities for use as permitted under the federal tax laws. Examples of such conduit authorities include health facilities authorities, Industrial development authorities and housing finance authorities. An authority may function independently of other governmental units, or it may depend upon other units for its creation, funding or administrative oversight. Authorities, other than conduit authorities, usually are financed by service charges, fees or tolls, although they also may have taxing po

26. CONDUIT ISSUER = An issuer of municipal securities in a conduit financing. See: AUTHORITY; CONDUIT FINANCING.

27. PRIVATE ACTIVITY BOND (PAB) = A municipal security the proceeds of which are used by one or more private entities. A municipal security is considered a private security bond if it meets either of two sets of conditions set out in section 141 of the Internal Revenue Code. A municipal security is a private activity bond if, with certain exceptions, more than 10% of the proceeds of the issue are used for any private business use (the "private business use test") and the payment of the principal or interest on more than 10 % of the proceeds of such issue is secured by or payable from property used for a private business use (the "private security or payment test"). A municipal security also is a private activity bond if, with certain exception, the amount of proceeds of the issue used to make loans to non-governmental borrowers exceeds the lesser of 5 % of the proceeds or \$ 5 million (the "private loan financing test"). Interest on private activity bonds is not excluded from gr

28. Exempt facility bonds - Private activity bonds issued to finance various types of facilities owned or used by private entities, including airports, docks, and certain other transportation-related facilities; water, sewer, and certain other local utility facilities; solid and hazardous waste disposal facilities; certain residential rental projects (including multifamily housing revenue bonds); and certain other types of facilities. Enterprise zone bonds are also considered exempt facility bonds. See: ENTERPRISE ZONE BOND; HOUSING REVENUE BOND- Multiple-family housing revenue bonds.

29. Qualified 501(c)(3) bonds = Private activity bonds issued to finance a facility owned and utilized by a 501 (c) (3) organization. Qualified 501 (c) (3) bonds are not subject to the federal alternative minimum tax.

30. Qualified mortgage bonds = Private activity bonds issued to fund mortgages to finance owner-occupied residential property. Qualified mortgage bonds are often referred to as single family mortgage revenue bonds. See: HOUSING REVENUE BOND - Single family mortgage revenue bonds.

31. Qualified redevelopment bonds = Private activity bonds issued to finance certain acquisition, clearance, rehabilitation and relocation activities for redevelopment purposes by a governmental entity in designated blighted areas. Qualified redevelopment bonds are payable from general taxes or from tax increment revenues. See: TAX INCREMENT BOND.

32. Qualified small issue bonds = Private Activity bonds issued to finance manufacturing facilities. Qualified small issue bonds may be issued on a tax-exempt basis in an amount up to \$1 million,

taking into account certain prior issues, or an amount up to \$10 million, taking into account certain capital expenditures incurred during the three years prior and the three years following the issuance of such bonds.

33. Qualified student loan bonds = Private activity bonds issued to finance student loans for attendance at higher education institutions.

34. Qualified veterans' mortgage bonds = Private activity bonds that are general obligations of a state issued to fund mortgage loans to finance owner-occupied residential property for veterans. The ability of states to issue new and refunding qualified veterans' mortgage bonds on a tax-exempt basis is limited.

INTERNATIONAL BILL OF EXCHANGE

In the Open Market Trading Desk in the Investing Trading Glossary, A bill of exchange is defined as a "General Term for a document demanding payment". This says it all if you have wisdom and understanding, sometimes the obvious escapes everybody.

The word Bill is an alteration of the Latin word Bulla in its mediaeval sense. In classical Latin bulla was "a bubble, a boss, a stud, an amulet for the neck"; whence in mediaeval Latin "a seal" especially the seal appended to a charter etc.; thence, transferred sense, "a document furnished with a seal", e.g. a charter, a papal bull, and, by extension, any official or formal document, "a bill, schedule, memorandum, note, paper". It was in these later senses that bulla became in England billa, bille. Being a word of common use, bulla was probably pronounced with u, passing into English y, i; though no direct evidence of this has been found. So the Oxford English Dictionary. This explanation is not convincing, nor would it be even if 'bill' and 'bull' had originally conveyed the same or similar meanings. At least up to the end of the fourteenth century the two words almost always carried meanings that were respectively inconsistent with each other. A 'bull' was a sealed document.

Under Title 18 sections 513 (A) the term security as defined in the Electronic Fund transfer Act under 916 (c) has been amended and moved to Title 15 section 78 (c) subsection 10, where it says that any currency, note, draft, bill of exchange, or banker's acceptance which has a maturity at the time of issuance of not exceeding nine months, exclusive of days of grace, or any renewal thereof the maturity of which is likewise limited is not included in this definition of a security.

Acceptance 4. Black's Law Dictionary Eighth Edition a negotiable instrument, especially a bill of exchange, that has been accepted for payment.

There are three elements of an acceptance -- 1. Honor 2. Value 3. Consideration. An acceptance for honor is an undertaking not by a party to the instrument, but by a third party, for the purpose of protecting the honor or credit of one of the parties, by which the third party agrees to pay the debt when it becomes due if the original Drawee does not. This type of acceptance inures to the benefit of all successors to the party for whose benefit it is made. Also termed acceptance supra protest; acceptance for honor supra protest. [Cases: Bills and Notes key 71. C.J.S. Bills and Notes; Letters of Credit section 37]. "Acceptance for honor supra protest' is an exception to the rule that only the Drawee can accept a bill. A bill which has been dishonored by non-acceptance and is not overdue may, with the consent of the holder, be accepted in this way for the honor of either the drawer or an indorser (i.e., to prevent the bill being sent back upon the drawer or U.C.C. §3-303 Value and Consideration

(a) An Instrument is issued or transferred for value if:

(1) The instrument is issued or transferred for a promise of performance, to the extent the promise has been performed;

(2) The transferee acquires a security interest or other lien in the instrument other than a lien obtained by judicial proceeding.

(3) The instrument is issued or transferred as payment of, or as security for, an antecedent claim against any person, whether or not the claim is due;

(4) The instrument is issued or transferred in exchange for a negotiable instrument; or

(5) The instrument is issued or transferred in exchange for the incurring of an irrevocable obligation to a third party by the person taking the instrument.

(b) "Consideration" means any consideration sufficient to support a simple contract. The drawer or maker of an instrument has a defense if the instrument is issued without consideration. If an instrument is issued for a promise of performance, the issuer has a defense to the extent

performance of the promise is due and the promise has not been performed. If an instrument is issued for value as stated in subsection (a), the instrument is also issued for consideration.

The definition of "negotiable instrument" defines the scope of Article 3 since Section 3-102 states: "This Article applies to negotiable instruments." The definition in Section 3-104 (a) incorporates other definitions in Article 3. An instrument is either a "promise," defined in Section 3-103(a) (12), or "order," defined in Section 3-103 (a) (8). A promise is a written undertaking to pay money signed by the person undertaking to pay. An order is a written instruction to pay money signed by the person giving the instruction. Thus the term "negotiable instrument" is limited to a signed writing that orders or promises payment of money. Money is defined in section 1-201(24) and is not limited to United States dollars. It also includes a medium of exchange established by a foreign government or monetary units of account established by an intergovernmental organization or by agreement between two or more nations. [UNICTRAL CONVENTION ON INTERNATIONAL BILLS OF EXCHANGE OR INTERNATIO

In *Clearfield Trust Co. v. United States*, 318 U.S. 363 (1943), the court held that if the United States is a party to an instrument, its rights and duties are governed by federal common law in the absence of a specific federal statute or regulation. In *United States v. Kimbell Foods, Inc.*, 440 U.S. 715 (1979), the court stated a three prong test to ascertain whether the federal common law rule should follow the state rule. In most instances courts under the Kimbell test have shown a willingness to adopt the U.C.C. rules in formulating federal common law on the subject. In *Kimbell* the Court adopted the priorities rules of Article 9.

In 1989 the United Nations Commission on International Trade Law [UNICTRAL] completed a convention on International Bills of Exchange and International Promissory Notes. If the United States becomes a party to this convention, the convention will preempt state law with respect to international bills of exchange and notes governed by the Convention. Thus, an international bill of exchange or promissory note that meets the definition of instrument in section 3-104 will not be governed by Article 3 if it is governed by the Convention. That Convention applies only to bills and notes that indicate on their face that they involve cross-border transactions. It does not apply at all to checks. Convention Articles 1(3), 2(1), 2(2). Moreover, because it applies only if the bill or note specifically calls for application of the Convention, Convention Article 1 there is little chance that the Convention will apply accidentally to a transaction that the parties intended to be governed by U.C.C. §3-104. Negotiable Instrument.

(a) Except as provided in subsections (c) and (d), "negotiable instrument" means an unconditional promise or order to pay a Fixed amount of money, with or without interest or other Charges Described in the promise or order, if it:

(1) Is payable to bearer or to order at the time it is issued or first comes into possession of a holder;

(2) Is payable on demand or at a definite time; and

(3) Does not state any other undertaking or instruction by the person promising or ordering payment to do any act in addition to the payment of money, but the promise or order may contain

(i) An undertaking or power to give, maintain, or protect collateral to secure payment,

(ii) an authorization or power to the holder to confess judgment or realize on or dispose of collateral or

(iii) a waiver of the benefit of any law intended for the advantage or protection of an obligor.

(b) "Instrument" means a negotiable instrument.

(c) An order that meets all of the requirements of subsection (a), except paragraph (1), and otherwise falls within the definition of a "check" in subsection (f) is a negotiable instrument and a check.

(d) A promise or order other than a check is not an instrument if, at the time it is issued or first comes into possession of a holder, it contains a conspicuous statement, however expressed, to the effect that the promise or order is not negotiable or is not an instrument governed by this Article.

(e) An instrument is a "note" if it is a promise and is a "draft" if it is an order. If an instrument falls within the definition of both "note" and "draft," a person entitled to enforce the instrument may treat it as either.

(f) "Check" means (i) a draft, other than a documentary draft, payable on demand and drawn on a bank or (ii) a cashier's check or teller's check. An instrument may be a check even though it is described on its face by another term, such as "money order."

(g) "Cashier's check" (i) means a draft with respect to which the drawer and drawee are the same bank or branches of the same bank.

(h) "Teller's check" means a draft drawn by a bank (i) on another bank, or through a bank.

(i) "Traveler's check" means an instrument that (i) is payable on demand, (ii) is drawn on or payable at or through a bank, (iii) is designated by the term "traveler's check" or by a substantially similar term, and (iv) requires as a condition to payment, a countersignature by a person whose specimen signature appears on the instrument.

(j) "Certificate of deposit" means an instrument containing an acknowledgment by a bank that a sum of money has been received by the bank and a promise by the bank to repay the sum of money. A certificate of deposit is a note of the bank.

Instruments are divided into two general categories: drafts and notes. A draft is an instrument that is an order. A note is an instrument that is a promise. Section 3-104(e). The term "bill of exchange" is not used in Article 3. It is generally understood to be a synonym for the term "draft". Subsections (f) through (j) define particular instruments that fall within the categories of draft or note. The term "draft," defined in subsection (e), includes a "check" which is defined in subsection (f). "Check" includes a share draft drawn on a credit union payable through a bank because the definition of bank (Section 4-105) includes credit unions. However, a draft drawn on an insurance company payable through a bank is not a check because it is not drawn on a bank. "Money orders" are sold both by banks and non-banks. They vary in form and their form determines how they are treated in Article 3. The most common form of money order of money order sold by banks is that of ordinary

The definitions in Regulation CC section 229.2 of the terms "checks," "cashier's check," "Teller's check," and "Travelers check" are different from the definitions of those terms in Article 3.

Certificates of deposit are treated in former Article 3 as a separate type of instrument. In revised Article 3, Section 3-104 (j) treats them as notes.

There are some differences between the requirements of Article 3 and the requirements included in Article 3 of the Convention on International Bills of Exchange and International Promissory Notes. Most obviously the Convention does not include the limitation on extraneous undertakings set forth in Section 3-104 (a)(3), and does not permit documents payable to bearer that would be permissible under Section 3-104 (a)(1) and Section 3-109. See Convention Article 3. In most respects, however, the requirements of 3-104 and Article 3 of the Convention are quite similar.

Bankers Acceptance: Title 12 Section 372

(a) Institutions; drafts and bills of exchange; types any member bank and any Federal or State branch or agency of a foreign bank subject to reserve requirements under section 3105 of this title (hereinafter in this section referred to as "institutions"), may accept drafts or bills of exchange drawn upon it having not more than six months' sight to run, exclusive of days of grace -

(i) which grows out of transactions involving the importation or exportation of goods;

(ii) which grow out of transactions involving the domestic shipment of goods; or

(iii) which are secured at the time of acceptance by a warehouse receipt or other document conveying or securing title covering readily marketable staples.

(b) Ratio limit of bills to unimpaired capital stock and surplus Except as provided in subsection (c) of this section, no institution shall except such bills, or be obligated for a participation share in such bills, in an amount equal at any time in the aggregate to more than 150 per centum of its paid up and unimpaired capital stock and surplus or, in the case of a United States Branch or agency of a foreign bank, its dollar equivalent as determined by the board under subsection (h) of this section.

(c) Authorization for special ratio limit; foreign banks The Board, under such conditions as it may prescribe, may authorize, by regulation or order, any institution to accept such bills, in an amount not exceeding at any time in the aggregate 200 per centum of its paid up and unimpaired capital stock and surplus or, in the case of a United States Branch or agency of a foreign bank, its dollar equivalent as determined by the Board under subsection (h) of this section.

(d) Ratio limit for domestic transactions Notwithstanding subsections (b) and (c) of this section, with respect to any institution, the aggregate acceptances, including obligations for a participation share in such acceptances, growing out of domestic transactions shall not exceed 50 per centum of the aggregate of all acceptances, including obligations for a participation share in such acceptances,

authorized for such institution under this section.

(e) Ratio limit for single entity; foreign banks security no institution shall accept such bills, or be obligated for a participation share in such bills, whether in a foreign or domestic transaction, for any one person, partnership, corporation, association or other entity in an amount equal at any time in the aggregate to more than 10 per centum of it's paid up and unimpaired capital stock and surplus, or, in the case of a United States branch or agency of a foreign bank, its dollar equivalent as determined by the board under subsection (h) of this section, unless the institution is secured either by attached documents or by some other actual security growing out of the same transaction as the acceptance.

(f) Exception for participation agreements with respect to an institution which issues an acceptance, the limitations contained in this section shall not apply to that portion of an acceptance which is issued by such institution and which is covered by a participation agreement sold to another institution

(g) Definitions by board in order to carry out the purposes of this section, the board may define any of the terms used in this section, and, with respect to institutions which do not have capital or capital stock, the board shall define an equivalent measure to which the limitations contained in this section shall apply.

(h) Dollar equivalent of foreign bank paid-up capital stock and surplus.

Any limitation or restriction in this section based on paid up and unimpaired capital stock and surplus of an institution shall be deemed to refer, with respect to a United States branch or agency of a foreign bank, to the dollar equivalent of the paid-up capital stock and surplus of the foreign bank, as determined by the board, and if the foreign bank has more than United States Branch or agency, the business transacted by all such branches and agencies shall be aggregated in determining compliance with the limitation or restriction.

Bills of Exchange have not been discontinued or done away with they are called drafts, in a recent conversation with Walker Todd exchief and legal counsel for the Federal Reserve, he divulged to me that Reserve requirements were waived under Title 12 section 3105. Prior to this on time deposit accounts [these are accounts where the funds cannot be withdrawn for a fixed period of time and then only after notice] were given an exemption as a reserve requirement and this exemption was used or tendered through a Bill of Exchange, and was one of the instruments for loaning money. Guess what replaced the reserve requirements under time deposits? Your exemption as the Principal on the private side. All monetized debt has to have a Principal from which Capital and Interest circulates, this capital and interest is called accruals under GAAP. This is where the accrual method of accounting is derived from, under this method of accounting the debits and credits have to be in balance, thi

The Social Security # on the front of your Social Security Card is assigned to the debtor or straw man, the red number on the back of the card is your exempt priority prepaid account number and is assigned to one of the 12 Federal Reserve Banks, designated by the letter in front of the number. There are 12 letters and 8 numbers after the letter. These letters designate which Federal Reserve district or bank is handling your account, the 8 digit # is your account number, all charge backs should be to this bank and not the Secretary of the Treasury, who in reality is the Secretary of the Treasury of Puerto Rico. The office of the Secretary of The Treasury of the United States was done away with in 1926; I have the legislative documentation of this. The International Monetary Fund has replaced the office of the Secretary of the Treasury of the United States, which was or is being chaired by Nicholas Brady. The letters below designate which district or bank is handling your account

A: Boston / B: New York / C: Philadelphia / D: Cleveland

E: Richmond / F: Atlanta / G: Chicago / H: St.Louis

I: Minneapolis / J: Kansas City / K: Dallas / L: San Francisco

The whole problem and nothing else is that the public and national debt or deficit is not being redeemed on the public side through your exemption on the private side. This is the reason you have run away inflation and wars in the public realms.

The reason wars are fought is to kill or execute people to cancel the debt. You will find out that under Title 12 section 1811 and section 3104 [insurance of deposits] every demand deposit account including checking, savings and credit card accounts are insured under the FDIA [Federal Depository Insurance Act] through the FDIC [Federal Depository Insurance Corporation] Title 12 section 1811 (a).

When they execute the debtor to eliminate the debt, they also collect the insurance money; you are actually worth more dead [debt] than alive. Why do you think the police are so quick to shoot people? This executes or eliminates both the debtor and the debt, in one swift action or execution. This is all Karmic and involves the laws of Karma, which in physics involves the Laws of Cause and Effect. This

is also the occult or hidden meaning of the scriptures in regard to salvation and redemption.

Any body who tries to run from the police is called an absconding debtor in admiralty maritime law and may be shot or captured under the law of Prize. Read the case of J. MANRO v. Joseph ALMEIDA 23 U.S. 473, 10 Wheat 473, 6 Led. 473, this is one of the best cases I have ever read on the Admiralty and Civil Law and how it is being applied in the courts. Another excellent case is RAMSAY v. ALLEGRE U.S. MD. 25 U.S. 611, 12 Wheat 611, 6 L.ED. 746, another excellent case is LINDO v. RODNEY, 2 DOUGLAS. 613, this is an extremely difficult case to find and research. This case is quoted in LE CAUX v. EDEN Volume 99 English Reports Pg. 375 or at 2 DOUGLAS 595, this case was decided the 7th day of February, 1781, by Lord Mansfield possibly one of the greatest jurist of admiralty whoever sat on the Kings Bench. "An action will not lie at common law for false imprisonment, where the imprisonment was merely in consequence of taking a ship as prize, although the ship has been acquitted. Lord M

Another excellent case is THE CARTONA 297 Federal Reporter 1st series pg. 827. This case says you have to have a interest or a lien before you can intervene with a claim in Admiralty under rule 24 of the F.R.C.P.

In the United States everything started with the Civil War and the Insurrection and Rebellion Acts of August 6, 1861 and July 17, 1862, which are still current law today under title 50 sections 212, 213, we have been under a military, provisional, occupational government since 1861. This is why the United States has been divided into Internal Revenue Districts under title 26 section 7621 by the president of the United States and is what the zip code designates.

What Franklin Delano Roosevelt did in June of 1933, is he sold more gold contracts that the treasury had gold, this created a marine peril or peril of the sea, because of the run on the treasury, do to the foreign gold contracts. To avert the loss of gold, due to this run, Roosevelt outlawed gold and gold contracts to avert the apparent peril or loss of gold in the Treasury. In admiralty any time cargo [gold] is sacrificed to avert the peril, everybody who is a passenger on the ship or vessel [the United States] has to pay for the loss or sacrifice through the doctrine of Contribution. They had to insure or indemnify their losses through a maritime insurance policy, they accomplished this through FICA [Federal Insurance Contribution Act], which is the insurance policy under Social Security. Everybody who has a SS number is a Co-debtor or Co-surety for the loss of the gold or money under the public policy of H.J.R. 192 and title 31 section 5118 (2) (d). The origins of indemnity a

Every State has passed or adopted the Joint-Tort-Feasors Act under the doctrine of Contribution. This is basically all insurance, which is of admiralty maritime law. This is called general average contribution in admiralty maritime law. DAWSON v. CONTRACTORS TRANSPORT CORP. 467 F. 2D 727 (1972). CIA ATLANTICA PACIFICA, S.A. v. HUMBLE OIL REFINING CO. 274 F. SUPP. 884 (1967) is an excellent case on general average contributions. Grant Gilmore the co-author of the Law of Admiralty wrote Article 9 of the U.C.C. on secured transactions. This should tell you something. Another thing that most people are not aware of is that everybody is a merchant at law under Article 2-104 (1), because they use commercial paper in their every day transactions and hold themselves by occupation as having knowledge or skill peculiar to the practices or goods involved in the transaction or to which the knowledge or skill may be attributed. This is one of the reasons the court never tells or disclose

This is why in title 26 section 6305 says "upon receiving a certification from the Secretary of Health and Human Services, under section 452 (b) of the Social Security Act with respect to any individual, the Secretary shall assess and collect the amount certified by the Secretary of Health and Human Services, in the same manner, with the same powers, and (except as provided in this section) subject to the same limitations as if such amount were a tax imposed by subtitle C." The inference here is that the Secretary is collecting an insurance premium as though it were a tax, why? Because there is no money everything is insurance and you can't pay a tax with a debt instrument. We as Principals own, hold, and control both sides of the accounting ledger; the private, debit or asset side and the public, credit or debt side.

An offender is defined or called a debtor in admiralty maritime law, read the case of CONTINENTAL ILLINOIS NATIONAL BANK TRUST CO. v. CHICAGO, ROCK ISLAND PACIFIC RY. CO. 294 U.S. 648. Page 668 of this case a debtor is referred to has an offender.

All of your state criminal statutes have this term in their statutes or codes. In Ohio it is in title 29 section 2951.07. "If the offender [debtor] under community control ABSCONDS or otherwise leaves the jurisdiction of the court without permission from the probation officer, the probation agency, or the court to do so, or if the offender [debtor] is confined in any institution for the commission of any offense, the period of community control ceases to run until the time that the offender [debtor] is brought before the court for its further action." An absconding debtor is defined in Black's Law Dictionary 8th edition as a "A debtor who flees from creditors to avoid having to pay a debt. Absconding from a debt was formerly considered an act of bankruptcy." The word Abscond means

"To depart secretly or suddenly, especially to avoid arrest, prosecution, or service of process. 2. To leave a place usually hurriedly, with another's money or property.

Under Title 26 section 163 all prepaid interest is tax deductible. When you don't use your exemption in exchange for the debt or deficit they execute on you to eliminate the debt, in the prisons or credit facilities as they are really called, this is called the death or debt penalty. Isn't murder a Capital Offense and isn't Capital interest or accruals from you as the Principal? An exemption is intellectual property under international law, if you don't use it, it becomes abandoned property and the corporations use it on a 1096 tax return as prepaid interest to get your deduction and pass the tax on to you. A tax is nothing but a return of capital and interest back to the principal that is why a return is called a tax return. This is what you are paying every time you make a purchase at the retail level on a retail contract under the truth in lending. If you look at any 1099 OID [original issue discount] or 1099 INT [interest] or 1099 PTR [patron] which are issued by banks to

All merchandise is prepaid before it leaves the factory, what merchants are collecting at the retail level is the tax, capital, interest, accrual or revenue on you as the principal, because you have abandoned your exemption as the Principal. They cannot execute on a contract under the common law, because there is no money that is why they have to do an exchange using your exemption for the debt to discharge, redeem or effectuate post settlement and closure of your account. This is why the banks never close your account after you have withdrawn all your money.

When you are refused access to a credit card by alleged bad credit they [the bank] are making a claim on your account by using your exemption. They are assuming ownership of your name as the principal; if they release the account they are giving you your deduction for the prepaid account as the principal. The bottom line to all this is that you only have what you lay claim to. Remember that rights are defined under 1-201 (34) of the UCC as remedies.

The Jewish Passover is just an exchange of the future to the past or the past to the future. In other words your treasury Bill is exchanged for a Treasury Bond making the Bill a future event or Futures Contract.

This comes from a Federal Reserve Report which says that 15 % of 100 = 85, 15 % of 85 = 72.25 etc. total 100, 85, and 72.25 and so on you get 666. Gold held in reserve is 15 % based on \$100 deposit = 666, 20 % = 500 this is commodities and 10 % = 1000 and Franklin Delano Roosevelt sold more Gold Contracts than the Treasury had Gold and was the reason for the passage of the Federal Reserve Act and why they had to take gold and silver out of circulation to cover up the fraud. This is why they passed HJR 192 [Title 31 section 5118 2 (d)] and goes into the 33 % that provides funds for funding the public municipalities.

THE PRACTICE AND JURISDICTION OF THE COURT OF ADMIRALTY

IN THREE PARTS by John E. Hall, Esquire Date: 1809

This practice was used by Proctors in the Vice Admiralty Courts in the Colonies prior to the American Revolution and was delivered to the clerk of the Maryland district court, Phillip Moore on the 4th day of October, 1809. The first edition was printed in 1679, a third edition was published in the year 1722 and a new edition in 1791 of which this is an exact and faithful copy of which Lord Hardwicke considered of "unquestionable character". This practice is quoted in *Waring v. Clarke* 5 Howard, [46 U.S.] 454.

This practice was written for private viewing only and not public as evidenced by its substance.

First Part Historical Examination of Admiralty

Second Part Translation of the Praxis [practice] *Supremae Curiae Admiralitalis* [The High Court of Admiralty], by Francis Clerke, who was registrar of the Court of Arches during the reign of Queen Elizabeth:

Arches Court = In English Ecclesiastical Law a Court of Appeal belonging to the Archbishop of Canterbury, the judge of which is called the "The Dean of Arches" because his court was anciently held in the church of Saint Mary Le-Bow. [Sancta Maria de - Arcubus]. So named from the steeple, which is raised upon pillars built arch wise 3 BL Commentary 64.

The court was formerly held in the hall belonging to the College of Civilians, commonly called "Doctor's Commons." It is now held in Westminster Hall. Its proper jurisdiction is only over the thirteen peculiar parishes belonging to the Archbishop in London, but the office of the Dean of the Arches, having been for a long time united with that of the Archbishop's principal official, The judge of the Arches, in right of such added office, it receives and determines appeals from the sentences of all inferior Ecclesiastical Courts within the province.

Civilian = One who is called or versed in the Civil Law, a doctor, professor, or student of the Civil Law. Also a private citizen, as distinguished from such as belong to the Army and Navy or [in England] the church.

Register = An officer authorized by law to keep a record called a "Register" or Registry" as the Register for the Probate of Wills.

CURIA = In old European Law. A court. The palace, household, or retinue of a sovereign. A judicial tribunal or court held in the Sovereign's palace. A court of justice The civil power, as distinguished from the Ecclesiastical. A manor; a nobleman's house; the hall of a manor. A piece of ground attached to a house; a yard or courtyard. Spelman. A Lord's court held his manor. The tenants who did suit and service at the lord's court. A manse, Cowell.

In Roman Law

A division of the Roman people, said to have been made by Romulus. They were divided into three tribes, and each tribe into ten curiae, making thirty curiae in all. Spelman. The place or building in which each curia assembled to offer sacred rites. The place of meeting of the Roman senate; the senate house. The senate house of a province; the place where the decuriones assembled. Cod. 10, 31, 2.

DECURIO = Latin. A decurion In the provincial administration of the Roman Empire, the decurions were the chief men or official personages of the large towns. Taken as a body, the decurions of a city were charged with the entire control and administration of its internal affairs; having powers both magisterial and legislative. See 1 Spence, Eq. Jur. 54.

Some of the courts were called admiralty, others were called consular courts. The judges were called consuls and the code which they operated by was called the consulate of the sea. These consuls were civil judges. The district courts today possess the authority and jurisdiction of the High Court of Admiralty. The Lords commissioners of the Admiralty, who possess the same jurisdiction as the Lord High Admiral. The Lord High Admiral grants the office of Registrar of the Admiralty for life. In this country the clerks of the District Courts of the United States are appointed by the Courts respectfully in which they Act, and hold their offices at will. The term Registrar is almost synonymous with Register does this ring a bell. The Civil Law distinguishes between a Letter and a Warrant of Attorney. The former is called a procurator, proxy, procuracy, or procuratory with the Proxy or Procuratory ad lites, in Ecclesiastical causes. This is the same manner in which papers are filed and aut

Bonds were referred to as Fidejussory Security. Fidejussores were the guarantors for payment of the Defendant [Debtor] debts. A defendant needs at least two Fidejussores, who should be bound to the plaintiff, in the sum for which the action was instituted. A Letter Rogatory were called a patent writ [open writ one not sealed or closed] close writ [a royal writ sealed because the contents were not deemed appropriate for public inspection.

The Plaintiff is also obliged to find Fidejussores to these effects, viz. for the prosecution of the suit; for the payment of the defendant's costs if the plaintiff fail in his cause, and for the production of the plaintiff personally as often as he may be called. As all civil and maritime cause is summary, the mode of proceeding and the final sentencing are the same as in Ecclesiastical cases.

The commercial Courts or Tribunals on the continent of Europe were formerly called Consuls. In France, Judges and Consuls; In Spain Priors and Consuls; In Italy, Maritime Consuls. Hence the most ancient work, which is extant, on maritime and commercial law is called, the Consulate of the sea. Commercial agents who are sent from one country to another are called Consuls, because they formerly had a consular jurisdiction, or cognizance of all commercial and maritime causes between subjects of their own nations. To these commercial and maritime Courts, therefore, commissions sub mutuo or letters rogatory were, in our author's time, usually directed; and at this day it seems that they might with propriety be directed to the Court or Judge, of the place to which they are sent, exercising admiralty and maritime jurisdiction.

"Before making the seizure, a full proof of the debt is to be made to the Judge according to his discretion." "If he be declared in contumacy [contempt] Scacc. n. 5. the judges of our day, according to custom, decree a sequestration [removal of property from debtor] at the instance of the creditor alone, without the existence of any suspicion. Scacc. n. 11. If nothing is proved to the Judge and nothing is sworn by the creditor, the attachment is granted upon the simple assertion of the creditor.

Default mentioned above, "commonly signifies an offence in omitting that which we ought to do, yet here it is taken as a non appearance in Court at a day assigned" If you don't make an appearance and pay the debt, you are in "contumacy [contempt] and in pain of their contumacy[contempt] be decreed to have incurred the first default." A loan is a maritime contract, a juratory caution in maritime

law is a court's permission for an indigent to disregard filing fees and court costs. A suit upon jury duty is the equivalent of a suit in forma pauperis. The right was first recognized in United States admiralty courts in *Bradford v. Bradford*, 3 F. Case 1129 (1878).

Four defaults are to be pronounced against the defendant, if he does not appear within the term assigned to him by the Judge, before the Judge shall decree the plaintiff to be put in possession of the goods of the defendant, which is contrary to the ancient usage of the Court of Admiralty.

"It often happens, and especially in time of war or commotion, that your goods or vessel are taken by enemies or pirates, and afterwards brought to this kingdom; or are possessed or detained by others in some other manner; or the factor or agent of your correspondents in parts beyond seas, may consign certain goods to your use or benefit, and they are detained unjustly possessed by some person. In such cases you may obtain a Warrant to arrest the goods after this matter as your proper goods: and also a citation as well against those in particular thus occupying or detaining, as against all others in general, who have or pretend to have any interest in them, to answer you in a certain cause of a civil and maritime nature. Which Warrant being executed and returned as above, in Tit. 33, if no one appears, the proceedings are to be in all things as above, Tit 31, and after the fourth default, the goods are to be adjudged to you; not for a debt as in the former

The purpose of attachment of debtor's goods was to compel an appearance to obtain quasi in personam jurisdiction over the Res. The fact is that until the 44th year of Elizabeth, the prize jurisdiction was not vested in the High Court of Admiralty, but in a board of Commissioners, called "The Commissioners for causes of depredations [plundering or pillaging]." At the time this work was authored the Admiralty Court was merely a Civil Court of Instance. There were arguments brought on various grounds such as *infra praesidia* [within the defenses] this is the international doctrine that someone who captures goods will be considered the owner of the goods if they are brought completely within the Captor's power. This term is a corruption of the Roman-law term *intra praesidia*, which referred to goods or persons taken by an enemy during war. Under the principle of *postliminium*, the captured person's rights or goods were restored to prewar status when the captured

The oath to hold bail was an oath of calumny [oath to support plaintiff or defendant's good faith and belief that there was a *bona fide* claim].

Instruments are for the most part two-fold either publick or private

Publick Instruments are:

1. Instrument drawn under the hand of a Notary Public, or other publick person, either in or out of Court.
2. That which is sealed with some publick or authentick seal, (though written by a private) as of a Prince, City, University or College.
3. All writings whatsoever (though private) which are exemplified by the authority of the Judge or Magistrate.
4. All such writings as are taken out of public registries, c. or those made at publick acts; [that is to say, matters of record.]
5. Those writings which are subscribed by the person and witnesses. And this is publick as to its effects.

Private Instruments are such as are made without any solemnity; and they are either:

1. Accounts
2. Private Inventories or Registers.
3. Private letters betwixt one friend and another, one tradesman and another.

An appeal of an interlocutory decree may be done either *viva voce* [orally or by word of mouth] before the Judge or *apud acta* [recorded in writing and to appeals taken orally in front of the judge] when he delivers the sentence or interlocutory decree, or before a notary and witnesses within the 15 days which are allowed by the statutes of the kingdom for bringing appeals.

Consetio's Practice of the Ecclesiastical Courts, London, 1708. This essay, although it relates to the practice of the Ecclesiastical Court, is equally applicable to the Admiralty Courts. In respect of the subject matter of the libel, there are only two sorts in use [pg. 123], one of which is conventional or

civil, [a conveniendo, from convening] the other criminal, [a crimine seu querimonia].

Jean B. Keating

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Securitization 1

Jean Keating Transcript – not for re-sale

“Securitization is Illegal”, 30pg, by Michael Magugu, CPA, www.ssrn.com/abstract=hh3300 - It is only illegal for private corporations.

Securitization: The process of homogenizing financial instruments into fungible securities, so that they are sellable on the securities market.

When you sign a mortgage note it comes under UCC Article 3. After securitization, it comes under Article 8. Under US law securitization is illegal because it is fraudulent. Instruments such as loans, credit cards and receivables, are securitized. Enron was involved in securitization and someone brought charges against them. But almost all large corporations are doing it as usual business. However, the banking system and the government are also doing it.

Jean Keating brought a RICO suit against a bank, but it was thrown out. But he would have done better now that he knows more about it.

It is all accounting, whether it is banking, civil or criminal court. I submitted the FASB regulations – FAS125 securitization accounting, FAS140 **Offsetting** of financial assets and liabilities, FAS133 derivatives on hedge accounts, FAS5, FAS95. These are the resource materials for understanding this process. The note is not under a negotiable instrument any more, it is a security. All the banks follow these standards. They set up GAAP, generally accepted accounting principles. The banks are mandated by Title 12 USC to follow GAAP and GAAS. They have a local FASB and an international IFASB. They also cover derivatives. FAS 140 relates to UCC 3-305, 306. If you want to instruct them on how to do offsets, you have to refer them to FAS 133. If you don't know the accounting regulations, you can't give them the proper instructions for settling and closing. **What you really want is recoupment.**

Recoupment – (1) The recovery or regaining of expenses **Applying the setoff** so you can get back what you gave and what you are entitled to. (2) The withholding for the equitable part or all of something that is due. This is all equitable action in admiralty style instruments.

Blacks:

IOU – a memorandum acknowledging a debt. See also a due bill.

DUE BILL – See IOU

SIGHT DRAFT – A draft that is due on the bearers demand; or on proper presentment to the drawer. Also termed a demand draft. A draft is an unconditional order signed by one person, the drawer directing another person, the drawee, to pay a certain sum of money on demand or at a definite time to a person, the payee, or to bearer.

This is colorable. Who is holding the debt? A due bill is like a sight draft. They are not saying from which perspective it is a debt, from theirs or yours. The party receiving the IOU is the debtor, because the IOU is an asset. It is an instrument, and you are the originator. You have

monetized their system with your signature. An IOU is an asset instrument, not a liability instrument. This is one of the places where you have your perspective changed.

Under the constitution, the government was not given authority to create money. It is a **power reserved by the people**. Article I, section 10 restricted the states from making gold coins. So the corporate government **has to rely on the deception of people to create money**. So the way money is created is to have people sign an IOU, or promissory note. **It is not a debt instrument to the one who created it; it is actually an asset**. The creator can pass it on for someone else to use. It is negotiable unless it includes terms and conditions as part of a contract. The property belongs to the creator, and the holder is merely using it and any proceeds that come from it should be restored to the creator.

That is the power we have if we realize we have the authority to do this. The intent is to understand the regulations and to see how they are trying to deceive us to believe we are the debtor and the slave and they are the creditor at all times. This is not true.

We are looking for recoupment. Once we, the creator of the promissory note have signed it and others are using it, recoupment means **we want our property back** or have the account set off. Recoupment in practice is a counterclaim in a civil procedure. That is how one does a recoupment. We did a counterclaim on the grounds that; with the county, you can do a setoff. You can use the financial liability of the accounting ledger to offset the financial asset if you have the right to do that. But you have the right to do that if you are the creditor on the liability side and the bank or lending institution is the debtor on the liability side.

There is a duality here. The bank is the creditor on the receivable side or their asset side that is the receivable. You are the creditor on the liability side or the accounts payable. **You can use your accounts payable as an offset or counterclaim to the financial asset side** that is the receivable. The bank or the court is using the receivable side of the accounting ledger. That is what they are charging you with. On the receivable side, you have to pay the debt, because that is where the charge is coming from since they are claiming to be the creditor like a bank collecting the mortgage. The mortgage side of the bank ledger is the banks asset and their receivable. But on the liability side, because they sold our gold...

We have the actual gold contract where they did this. This is not my opinion, we have eleven \$50 million gold bonds sold from the DeBeers Diamond Company. They sold America's gold under contract to the Bank of China. This is not my opinion. The U.S. did not go bankrupt in 1933. **What they did was sell all the gold under a gold contract to the Chinese government.** So the U.S. had to give us an account payable as a cash receipt. FAS 95 tells us that when they do a credit to a transactional account, which is a liability account, on which we are the creditor, they give a cash receipt to the customer and a cash payment to the bank, because it is cash proceeds. In intermediate accounting, when you give them a promissory note.

I gave a promissory note to a publisher for \$1700. They accepted it because I gave them the proper accounting instructions. I did another one to another publisher for over \$3000. They accepted initially, and then hired a collection attorney in one of the biggest collection agencies in the state of Ohio. They didn't send the note back because a payment tendered and refused is

discharged. Also, **any form of viable payment must be accepted**. Almost anyone that you send a note to is going to be making a mistake if they send it back. There is someone here that sent a transaction to the IRS on a closed checking account. He got the cancelled check back from the IRS. They said the check is no good because it is a closed account. But the transactional marks on the back of the check say otherwise.

If it is a note put into a bank, it is a **cash receipt to the depositor** and a **cash payment** to the Bank. So when the bank processed that closed check, the IRS got a cash receipt and the bank got cash payment. Then the IRS sent it back, so it is **evidence** that the transaction is accepted, but then colorably and publicly claim it is no good.

The publisher accepted the note and hired an attorney. I sent them a letter and they dropped the matter since they know that I know what the accounting is. Under FAS 140, you get your setoff. When you make a deposit, it is a cash receipt, a cash proceed. Everything becomes a cash proceed in commercial law under Article 9. They show it as a cash proceed. They give you a credit to your account that is actually a cash receipt to you the customer or the borrower. Then they do a cash payment to the bank. The bank they sell the note. They do a HELOC, home equity line of credit, and sell it to warehouse lending institution. This is the same as a credit card. Even on a **mortgage loan**...

A HELOC is different than warehouse lending. I got this from their mortgage department. They take the proceeds from the promissory note and pay off the warehouse lender. So the debt on the real estate is extinguished from the books (is that why they call it closing). They are required to file an FR 2046. This is a balance sheet. Under 12 USC 248 and 347 they are required to file a balance sheet. They are required on a quarterly or weekly basis. They file these balance sheets with the Federal Reserve Board. I talked to the head of the FRB. They file a balance sheet with the board. The balance sheet shows the assets and liabilities that they use in the accounting. The liabilities would be your promissory note. It is a liability because it is an asset to you.

Securitization is the process of transferring all the liabilities off the balance sheet. They can do this because you never ask for them. They have everybody conned into believing we are debtors instead of creditors and do not know to ask for our assets. We never ask for recoupment. So why carry the payables on the books if they have been abandoned. Why not write them off and sell them for more cash.

The government has such complicated books it is impossible to figure out what is going on.

If you give a bank a promissory note, they are required to give you a cash receipt. They owe you that money under a recoupment or asset. If you take the receipt back, they should give you some money. They call it an offset in accounting, but in the UCC it is called a recoupment. Unless you do ask or do a defense in recoupment under UCC 3-305, and a claim under 3-306, you have a possessory and property claim against the cash proceeds under the liability side of the ledger. UCC 3-306, there cannot be a holder in due course on a promissory note after they deposit it. They do an off balance sheet entry. This means they take your note after they sell it, instead of showing it on their balance sheet, they move over to some other entities balance sheet. It is no longer on the banks books. This is called **off balance sheet bookkeeping**. The head of

the FASB said that I was correct. They are not showing the liability side of the ledger or the accounts payable because it has **been moved** over to someone else's balance sheet.

The IRS does the same thing when you tender them a negotiable instrument. They accept it and never return it. **But** don't adjust the account. They pretend like nothing happened. They move them off the books that the collection agent is looking at. He is only looking at the accounts receivable ledger.

You tender a note to the bank to stop a foreclosure, and they ignore it. The agent at the bank claims she never got any payment. The agent only sees the receivable side of the books. He is being honest. It is up to us to make a claim for them to look at their other set of books. You have to learn how the system works so you can explain it to them. We need to know how to get them to produce the missing documents. They are only going to produce the documents that support their claim. The American and English litigation system is adversarial. They only have to present the evidence that supports their claim.

When a strawman is charged with speeding, he is given a charging instrument. It is the same as a claim by the bank that shows that someone has failed to make mortgage payment. It is a commercial entry from a corporation showing that there is a liability on your part that is an account receivable and **they are in the capacity of a creditor and making you appear in the capacity as a debtor.** So the clerk has an accounting charge against the strawman but you are operating the account. It is your responsibility to bring in recoupment in behalf of the real party of interest which is you because you are the ultimate creditor if you raise that claim against the liability side of the account.

People have a right to travel. So they have the right of recoupment to offset any charges against the strawman in an attempt to restrict the right of travel of living people. Civil and criminal court procedure operates the same as the bank.

What is the substantive principal involved in this that allows them to avoid fraud? The government does everything correctly. They never make a mistake. The government is involved in securitization that appears to be a fraud. There is immunity for people who understand the procedure. Only the unlearned are fooled into voluntarily entering into fraudulent contracts. It does not work if you get frustrated and angry at the fraudulent results of your own ignorance.

When you sign a promissory note to create the mortgage with a bank to buy your house, at closing, they have already sold your note to the warehousing institution. The warehousing institution brought money into the bank when they bought the note. At closing, they take the money and closes out the account on one side. The bank forgot to tell you that you don't have a liability on their receivable side any more.

Why do they keep taking your money? They have become the servicer for the account; they are not paying principal and interest. The payments are profit to the holder of the note. This is not stealing if we knew how to make a claim for recoupment. **They are using the note to expand the money supply.**

Under Title 12 USC 1813(L)(1) when you deposit a promissory note, it becomes a cash item. It becomes the equivalent of cash because I have a cash receipt. I talked to Walker Todd, one the heads of the Cleveland FRB. He has been a government witness in court cases regarding BOE. He said that I am correct that we are the creditor on the payables side of the ledger. The bank owes you the money. No one is bringing up recoupment as a defense. You waive the defense and they go to collection on the receivables.

Under civil rule 13, you fail to bring a **mandatory counterclaim**, which is based on the same transaction. Under the rules you have waived it because you were ignorant of the rules of procedure.

I just filed a motion in a court case. I took portions of Statement 95 incorporated it into a memorandum. These reports are filed on OMB forms in which the public has a right to disclosure under the privacy act. If they shift the assets off the books, they have to report to the FRB where it went, so you can follow it. In the memorandum, it shows that they are mandated to give a cash receipt on any deposit. It is a demand deposit account. They are required to show it on their books, but they are not doing that. They are doing an **offset entry**. This is not going to trial because we are going to subpoena the auditor. Auditors keep track of where the assets went. These are special auditors.

We have asked for all this information in discovery under **civil rule 36** if they don't answer, they have admitted them. This is so powerful in this foreclosure that the banks attorney is saying that discovery and records from auditors do not constitute admissions. Ha! Are you telling the court that the banks records kept in the due course of business are not admissions? They are hurting.

So in our motion for summary judgment I put in admissions that they admitted by non-response. So now we have them in a dilemma. The other side is scrambling. **They have come out with an affidavit of a lost note or destroyed instrument.**

Under UCC 3-309 you have to show four elements to claim a lost instrument:

- 1) you were in possession at the time it was lost; |
- 2) you have the right of enforcement of the note;
- 3) you have to show that the obligor on the note is indemnified by you against and future claims;
- 4) the loss was not due to a transfer.

They are trying to maintain the allusion that they are still holding your paperwork because you are still paying them. The allusion is that there is a debt that is due.

I've got the S3 registration statement. That is the form the bank filed that they sold the note that is a transfer. The attorney lied when he put in a claim that the instrument was lost.

We have the 424(b)(5) prospectus. The bank we are dealing with is Bank One that is owned by JP Morgan and Chase. They sold it in 1997 right after they got our loan they sold it. They are doing a HELOC. Most banks do **warehouse lending**. As soon as they get the note, they borrow the money from a warehouse lender. They bank does not give you the money or credit. They get

it from a warehouse lender. Then they pay off the warehouse lender with the note that they sell to them. Then they make derivatives out of this note by a bookkeeping entry.

The balance sheet, a 2046, 2049, and 2099, have OMB numbers on them that are subject to disclosure under the privacy act, Title 5 USC 552(b)(4). They have to give it to you if you ask for it. At closing and settlement, the reason they actually call it closing is because they pay off the loan in its entirety. The debt is actually extinguished.

Patriots say they didn't lend any money. But that doesn't rebut the receivable. There is no money. But we loaned them the note. So we started the process, so we have to help resolved the problem.

They do the accounting appropriately, but there is two sets of books. **But if you don't ask to see the books, it is your problem.** This is also what they are doing in the courtroom. The clerk has the receivable side for the corporation and the judge has the payables. **The judge is holding accounts payable under HJR 192 for all the people that come before him if he has the SSN.** The judge is not required to be a witness or bring pleadings to the court. He is a referee. The receivables are the charges against the strawman. The party aware of the payables is not the same party handling the receivables. People don't bring in an offsetting claim under the rules of procedure.

The judge does not have to do the setoff unless you raise the issue or defense. We have the right to waive it. So the judge is the priest receiving the sacrifice for the corporation.

Securitization 2

Levy on Paycheck

Employer filed Form 1096 to pay Corp income tax with employee's salary and using accounts payable Direct Treasury Account.

Use Form 1099-OID, corrected box checked, Form 1096 and 1040, for refund.

Keating's letter to bill collector law firm

Dear Mr. Doe,

I am writing regarding your recent letter in regard to your client XYZ CORP, being the alleged creditor in the amount of \$1100. Your alleged client has waived their status as a creditor when they accepted my tender of payment under UCC §§3-409(a)&(b) and UCC §3-604(a). They did not adjust their accounting ledger to reflect settlement and closure of the accounts receivable side of the accounting ledger.

By way of review, I sent the woman in the credit department of the creditor, a negotiable instrument on April 24th in the form of a commercial note draft, as an order to pay under UCC 3-

104(e). This may be treated either as a promise to pay or an order to pay. Since she has not returned the instrument to me she has obviously chosen the latter; an order to pay. Under §3-104(f) of the UCC a draft is the equivalent of a check and may be securitized or monetized by direct deposit in a commercial checking, time, thrift or savings account under Title 12 of the United States code, Section 1813(L)(1) and when deposited it becomes the equivalent of money as outlined under Section 1813(L)(1).

The collection manager from the credit department of the creditor did, however, send me a letter saying that she did not accept promissory notes. She is, however, **precluded** by public policy HJR-192 and Title 31 of the United States Code Section 5118(d)(2), and the Fair Debt Practices Act, aka, Consumer Protection Act at 15 USC §1601 and §1693 from demanding payment in any specific coin or currency of the United States, even though she has not done so. Section (d)(2) of Title 31 USC §1518 states that an obligation governed by gold coin is discharged on payment dollar for dollar, by United States coin or currency that is a legal tender at the time of payment. The narrow view that money is limited to legal tender is rejected under Section 1-201(24) of the UCC. It is not limited to United States dollars. See official comments under section 3-104 of the UCC under the definition of money.

The woman at the creditor has failed to perform her duty as fiduciary trustee of the account. I have done a Notarial protest against her and the account for non-acceptance and payment under sections 3-501 and 3-505(a)(b) of the UCC, which creates the evidence or presumption of a dishonor. She is knowingly or unknowingly become the debtor and myself the creditor by operation of commercial and administrative law. Also worthy of note, if she is going to treat the note as a liability instrument, she has to present it to me for payment, make me chargeable under 3-501 of the UCC, which she has also failed to do. To the extent that she is in dishonor for non-acceptance and non payment by Notarial protest on the administrative side, ... there has been a discharge of the debt in its entirety under the Fair Debt Collection Practices Act within the 30 day time frame as mandated by law.

I have been teaching and studying commercial banking law and intermediate and advanced accounting for 36 years. I have a degree in Commercial Banking law, four years in undergraduate study at USC and four years at Hastings School of Law in San Francisco. This is for your edification and exhortation.

Since I am reasonably sure that we can come to a peaceful resolution of this matter, as your client does not understand commercial banking law, and the IASB, the FASB and GAAP principles as they apply to commercial banking. I do a lot of trading and purchasing in commodities and securities exchange market where the use of a revocable standby letters of credit, documentary drafts, international bills of exchange, or promissory notes are used exclusively under the UNICITRAL convention.

Your client is not applying the correct accounting entries under GAAP. She is treating the account as a trade receivable through securitization as an off balance sheet financing technique. Since she has accepted the instrument that I have tendered, I have a claim or possessory right in the instrument and its proceeds under 3-306 of the UCC. Any defense and any claim in recoupment under section 3-305 of the UCC, which I shall exercise at my option, if she does not

credit my account. The 1099-OID will identify who the principal is from, which capital and interest were taken, and who the recipient or who the payer of the funds are, and who is holding the account in escrow and unadjusted.

Since I am solution oriented, and want to show good faith, there are two ways of resolving this matter. Since you client has already accepted my tender of payment and has not returned it, you can instruct her to credit my account for the sum said in full for settlement and closure. Or, instruct her to return the original instrument to me, unendorsed, and I will make an alternative form of payment. Otherwise, I will consider this matter settled and closed.

END OF LETTER

Jack's Comments

The woman at the creditor can't send the promissory note back because she has already negotiated the instrument. **No one ever gets promissory notes or BOE's returned because a debt tendered and refused is discharged.** She kept the note, and wrote a letter saying that she doesn't accept promissory notes. **But her actions speak louder than words.** She accepted it. So it has already gone in to the corporate liability account, but it didn't go into the corporate asset account for ledger. A debt tendered and refused is a debt paid.

We sent an IBOE to a bank and they negotiated it and said they returned it. But they didn't return it. They deposited it and it became cash proceeds. So whenever you send them the note or BOE, they keep it in their deposit system and it becomes a cash item. They get a cash receipt for the deposit. If you don't understand accounting, they get away with the theft of your instrument. In reality, you gave them the instrument to settle and close the account. Your instrument is an asset to you. It appears that you created a debt instrument, but the opposite is true. The government has no authority under the constitution to create money. So only the people can create money. So **we are the originator of money, so we are the creditors.** But they make you believe you are the debtor as if they are the creator of money.

The only way you have an accounting of the instrument is in the bookkeeping. And they are keeping the account on the off balance sheet ledger. If they know you know what they are doing, they won't try to hide it. When they go to a collection agency, they are selling the account as a trade receivable from the asset side of the banks ledger. If the bank is trying to collect money, the evidence of that debt owed on their books is on their asset ledger, accounts receivable. If you gave them a promissory note, they have to record a debt to you on their liability ledger. When the US citizens became enemies of the state in 1933, they were not required to notify them of their assets. **They are not required to notify enemies of their assets during times of war.** They are not required to return enemies of their assets. So they are kept on hidden books.

When you send the collection agency the above letter it creates a fiduciary duty for them to go back to the principal to check the off balance sheet liability ledger to determine if the account has been paid and if your claim is correct.

This principle applies to the IRS and the courts. They only want to discuss what you owe them, and ignore what you pay them. The reason they tell you that your negotiable instrument is no good, is that under the Trading With the Enemy Act, they cannot allow you to create your own negotiable instruments or use your own assets. All they have done is keep the ledgers separate. The receivables book has not been ledgered. That is why the collection agent says they have not given you credit and you still owe the money.

The debt collector buys the account receivable in good faith without evidence of its accuracy. It is like a charging instrument. The attorney says pay up or we are coming after you. Under civil rules of procedure, rule 13, commerce is adversarial, **so they are not required to tell you the whole truth.** It is mandated that the defendant return a counterclaim with facts proving that the charge is untrue, which is an affirmative defense. A claim is an account that has matured for debt collection. You must show you are a creditor. The charge is a presumptive claim with no evidence.

A notice of lien or levy has no evidence of a claim. It is just a charge. A notice is a claim of jurisdiction. A counterclaim is not a dispute or argument. Disputes are not permitted. If the merchant had brought a claim, it would have been a fraud, because you already paid it. So they just give you a **presumptive notice.** It is an unsupported charge. There is probable cause with no evidence. You have to respond to it **because it will become valid if you don't.** It is just a notice of interest. It can mature to a claim with your failure to respond. You have to accept it and return it with your notice of interest, which is a counterclaim, within 10 days, according to admiralty rules. Failure to do a specific negative averment of the facts alleged (rule 9) **constitutes an acceptance of this fact** as far as the courts are concerned. A notice of interest matures to agreement of the parties that they have a valid claim so they do not have to prove it.

An unsupported notice of interest becomes an agreed claim. They are not guilty of fraud, deceit or trickery. Your failure to respond is the problem. Our responsibility is to rebut the assumptions and presumptions under the rules of evidence.

Jean did everything he needed to do in-law and at-law to resolve the issue. The merchant handling the books was only handling the accounts receivable books for the corporation and was not privy to their accounts payable books, which are their liability books. The reason the corporations separate their bookkeeping is they can bring this woman in with a straight face and no knowledge that the other books exist, swear in court that she's been handling these books for years and the account still has an \$1100 balance. You sent in an instrument that had nothing to do with affecting the balance on the books she handles. **When that corporation did a deposit of your promissory note, or BOE as a cash item receipt, that went into the other set of books that she doesn't see.** She can use her affidavit and swear that this account is still open. Whereas if you knew the accountant on the other set of books, and subpoenaed those books, you would find something on the ledger over there and there hasn't been a transfer or exchange of information between the two sets of books.

You need to bring the knowledge of that forward to a data integrity board hearing. "I don't disagree with anything that this lady is saying, however, if you would go over to the corporate liability off balance sheet ledgers, you would find that there has been a set off deposited there

and if you could see both sets of books, you would see there is a set off, which is a claim under civil rule 13, which I am timely invoking and I am asking you to look at both sets of books and do the offset balance and do the settlement and closure in this matter.

Remember, the firm hired an attorney collection firm. The collector came with the charge to Jean. How many times has Jean been charged by different entities in this case? Twice, so they can have two or more witnesses. The first time he said to the receivables lady with the merchant, here is a promissory note. She made a determination that she is not going to accept it. But, the note didn't come back. So now the corporation sells the account to an attorney and the attorney writes a letter to Jean. Jean raised a rule 13 affirmative defense in his letter back. Showing by the accounting what the problem was and describing the claim he would make in court.

This attorney's company is the second set of witnesses acting as the data integrity board trying to find out why you haven't paid. So you should give them your records so they can compare your records with the corporation's records and decide whose records are correct. Let him know that, **ONE, you did not get the note back, so they are a holder, so they are liable on it. TWO,** this was meant as a set off on the corporate liability books because they kept my note. They should have given him a **cash receipt** for the note. The woman in receivables is only looking at the corporate asset ledger. That is an affirmative defense and a set off claim that the law can recognize.

The attorneys company can either go back to the corporation and close the case or else, if it goes to court, this is going to be my affirmative defense and my counterclaim in court because I have an asset that the corporation is holding of mine, that they failed to give me credit for. Where they made their mistake, is that they are likely carrying my asset on a liability ledger of balance from their accounts receivable. What I am asking you to do, as a data integrity board is to investigate to determine which one of us has the most sustainable evidence.

The attorney firm was put there as an opportunity for you to have a second witness to look into the matter and settle the account. They don't usually have to investigate the information that is sold to them by the corporation. They don't have any probable cause to believe different. In an adversarial system, it is up to you to tell your side of the story. Every debt collector writes in his letter that; "If you have any reason to dispute this debt, let us know." You have to send them your claim within 10 or 30 days. **Do not argue or create a dispute.** Simply give them the facts of your defense.

Jean put in his note: A promise to pay, an order to pay and a notice of tender of payment and asked them to credit it to the accounts receivable. He should also have asked for a cash receipt. It would be **fraud if the corporation kept after Jean**, so they sell the receivable to a third party that doesn't know the whole story. They are a new party. When a new party comes after you, they have **no standing** under the UCC to do it. **But if you argue**, it causes a new controversy. All you do is present your claim that shows you are the creditor in the transaction. **The new holder has to be the data integrity board. So he is your best opportunity to settle and close. Don't ignore him.**

The IRS has a notice of lien or levy. It is a charge or notice of interest. Don't argue with them. You should **rebut** it under civil rule 13. Otherwise it stands as fact and **they don't have to prove anything.** The government and their agents are here to test us. If we want to pass the test, we should have a claim for set off. **We must act like creditors, not debtors.** Jesus paid for all our debts.

Jean did the Notarial protest on the note. It becomes the evidence that you put in your claim. It is critical that you register the note on a UCC3, to make it a public record. Victoria used a note to discharge her parole. However, she did not register the note on her UCC3. So it was never recognized in the public to settle and close the matter. So her charge was sold to a Hong Kong company who requires a wanted notice maintained on her as their notice of interest.

You don't need any evidence to issue a notice of interest. IRS notices of lien or levy are just notices of interest. You have 10 to 30 days to respond with a counterclaim. If you don't respond, they have a claim by default. Arguing creates the IRS claim by default. We are a creditor when we discharge the debt, but we never respond timely with a counterclaim to show we are a creditor. Since the IRS is just a debt collector, they are the best place to **have a data integrity board hearing to settle and close** the matter.

Arguments about the law are not counterclaims. If we don't bring a claim, we lose. If we discharge the debt, and they keep the note, we have a claim as a creditor. The note cannot be introduced as evidence of the claim. If they kept the note without giving a receipt, your record is the UCC registration of the note. Don't put the invoice AR4V on the UCC. It is a liability not an asset. The BOE becomes a registered security under UCC article 8, which are superior to other UCC articles. The court will not look at any security that is not registered in the public.

You should **register your bank mortgage note on your UCC 3**, to establish a claim. The mortgage note is a security and it is never registered. The finance system is dealing in unregistered securities. They cannot take an unregistered mortgage note into a court for foreclosure. **They never produce a note in a foreclosure** because it is evidence of their liability and not cognizable in court. We are the creditor on the mortgage note, so we should register it. **As soon as we register the mortgage note, we become the creditor in the foreclosure case with the highest interest.**

If we tendered a BOE to settle and close a criminal case, it should be registered. The clerk never gave us an accounting for credit. So they will ignore it because we didn't make a rule 13 counterclaim. We must register the BOE on a UCC3 and **bring a UCC11 in as a counterclaim.** All other arguments do not matter because all law is an allusion. They converted everything to a commercial transaction at the beginning of the case.

People have filed UCC liens listing the bank as the debtor. The **debtor should be the prepaid** account at the Secretary of Treasury of Puerto Rico. The **strawman** should be a third party creditor because he is a bailee on another filing. The **living man** does not appear in their system, so the strawman has to be the creditor. All parties on a UCC filing have to be a fiction, not living. The **SSN is the account number.** The living man is responsible for all transactions.

When Jean sent his claim to the collection agency, they had the fiduciary responsibility to go back to the corporation and ask to see the off balance sheet liabilities ledger to check out the claim. When you give them notice, they have to go to discovery under **civil rule 11**. He has to find out who is responsible for the accounts payable ledger and what did you do with the cash receipt for his deposit. I want to see your 1099-OID, statement 95 cash flow statement and your balance sheet. Jean will not likely hear from these people again. Jean presented a credible counterclaim. The note was an asset to him and a liability to the corporation and they didn't account for it.

The debt collector can't resell the receivable now, because **he has had notice**. The sale would not have been in good faith. The woman in the original company was operating in ignorant good faith. She only saw half the books. You may have to go through the administrative procedure against him if he ignores your claim. After he has seen both sides of the books, he would be **operating in fraud**. The Enron executives that got in trouble were the ones that saw both sides of the books. Securitization is fraud.

Some companies pass the receivable on to fourth or fifth parties so they could have clean hands. But no one ever told them about the second set of books. We have not given them a registered security. There is no evidence in the public record. They can carry the illusion that your instrument is worthless, forever. If we do not understand that the collection agent only sees the receivables and not the payables, we will fail to state a claim. This puts us into commercial dishonor, which gives them the option to take us into court to force us to pay in Federal Reserve notes. So the first court case is actually an appeal from the administrative process. One is not allowed to introduce a new claim in an appeal. The factual hearing was with the collection agency. We are foreclosed from bringing our claim.

One must raise the claim at the appropriate time, or you have not exhausted your administrative remedies. We need to get a data integrity review hearing or a secondary hearing because we have new evidence to be adjudicated.

The Truth-in-lending act (TILA), section 226.23, which is regulation Z, gives one the right to **rescind any commercial debt contract** or agreement entered into. **All commercial contracts for credit or loan provides for 72 hours to do a rescission. That can be extended for three years from the date that one discovers that one did not have full disclosure.** In Appendix H, it says that this regulation Z does not apply to residential mortgage transactions. **However, once foreclosure has been initiated on a mortgage, one can rescind it if;**

- (a) they did not disclose the right to rescind at closing under Appendix H. They never give the proper notice at closing. So one could rescind every mortgage contract at foreclosure. They give this option because one could have registered the note on a UCC, one would be the creditor anyway, and so they can't foreclose. Rescission completely discharges the security agreement (the mortgage deed and the mortgage contract). **One can ask for the entire amount of the mortgage note returned in the form of cash.**

They should have given you the cash for your note at closing and closed the whole transaction without continuing payments. The house was paid for at closing with your negotiable instrument

on one set of books. They didn't give you credit for the note because you didn't register the note and show a claim. If you don't register the note, they will not give you your property back. They can't give you the note back because they sold it. So, they should give all your payments back.

God has given us a prepaid account so we never have to go into debt, if we are honorable. We should pay for everything with a promissory note.

All homes are legally abandoned because no one has made their claim for the money that was owed to them. One should have claimed the house at closing because the note paid it for. The bank has no claim. There is a third party that bought the note from the bank and holds an interest in the note.

Foreclosure is damage, so they have to give notice and the right to rescind. The notice of rescission is sent by certified mail. As soon as we do that they try to claim that Reg. Z doesn't apply to residential mortgages. In the In Re: Maxwell case, the owner repeatedly asked for disclosure. We used this case as a foundation for our case on the ground that the mortgage transaction was an unconscionable act. Whenever there is a lack of disclosure, one has an offset available. This is dangerous to the entire mortgage industry, however, a few cases is not going to cause a big problem. If most people want to be ignorant, and be slaves to the banking system, they have the right to do that. No attorney will make this type of claim because it jeopardizes the system that he works for. Nor was the attorney told what to do by the client.

Regulation Z shows the form in which the bank is required to give notice of rescission. They never give you notice in that form. They awarded the owner, \$475,000 in punitive and actual damages from the bank. Plus, they rescinded the contract. They said the contract was unconscionable under UCC 2-302.

One also had the right to rescind if the property is on a flood plain that was not disclosed. Many new flood plains have been declared. The whole state of Ohio is surrounded by navigable waters under USC Title 33 and is a flood plain. Where the high water mark goes, one is subject to admiralty maritime law providing Federal jurisdiction. It is caused a hazard area under Title 42 USC 4012(a). FEMA defines the flood plain. There was no flood insurance on the property when the loan was originated. It is not possible to take out a loan in a flood plain area without flood insurance. That voids the contract.

The claim or affirmative defense is that this is another ground for rescission. They never disclosed that the property was in a flood hazard area and there was no flood hazard insurance. That is a violation of UCC 3-407, a material alteration to the original contract.

The government is trying to expand the definition of wetlands and flood plains. This is related to securitization in which they transform negotiable instruments into securities. They move them from UCC article 3 to article 8. Ohio code section 1707.01(b) a promissory note is defined as a security. So one can use rescission on it also. Under Ohio code 1707-261 one has the right to restitution and rescission when they sell an unregistered security. As soon as the bank gets your mortgage note, they sell it. Banks register mortgage deeds, not mortgage notes.

Victoria gave a note to the county do discharge her criminal case. The county likely deposited it in a bank and received a cash receipt. The bank likely sold it as an unregistered security. This provides Victoria with another remedy. But she needs to register it on a UCC3 before it can be used as a claim.

END OF SEPTEMBER 18 MEETING

Securitization 3

Banks securitize mortgages by selling them to a SPV (a special purpose vehicle, a trust). Then they create bonds of trust assets to sell to DTC. The bank cannot foreclose on the note, because they are not a holder and lack standing. However, the mortgage contract requires payments. This makes the note non-negotiable. They are foreclosing on the contract under common law, not the note. The bank claims to be holder in due course, but that is not possible for there to be a holder in due course of a non negotiable instrument. Non-negotiable instruments are governed by common law, not the UCC.

SPV- A special purpose vehicle, an organization constructed for a limited purpose and life. Frequently these SPV's serve as conduits or pass through organizations or corporation in relation to securitization. The entity that hold the legal rights over the asset transferred by the originator.

The originator of a mortgage is the living man. If he is the originator, the SPV becomes the legal holder when the deed is signed. The bank is acting in the capacity as a servicer. When you are involved in a foreclosure case, the strawman creates an allusion. No party is real. So the real parties in interest are not involved in the court. The bank may be named as the plaintiff on the foreclosure is the servicer. The real party in interest is the SPV.

Patriots usually ask the plaintiff to produce the note. The note is not a negotiable note because it has terms and conditions associated with the instrument which could lead to a question as to whether the terms and conditions have been met. A negotiable instrument can have no restrictions, terms or conditions.

One, the note is non-negotiable. Two, it is never registered in the public. These instruments cannot appear in a court. If it was brought into court, the judge would see that it is not registered, and would claim he has no subject matter jurisdiction over your claim. Secondly, it is not negotiable, so it does not come under the UCC negotiable instruments act. Consequently it comes under contract obligations, so the appearance of the note is immaterial and irrelevant. Especially since it was never registered in the public.

The next problem is, since the note is not registered, what standing does the plaintiff, bank, have to be there. Under the UCC, the plaintiff has no standing if he is not a holder in due course. The plaintiff is not there on the note for several reasons. It is also shows that the bank is liable and the originator is the creditor. The note is an asset to the defendant, which is a counterclaim for recoupment. It does not support the banks case.

Before closing the note goes into an SPV which now has legal title to these issues and it creates a new instrument in the place of the note. They create securities and bonds, which are registered. The plaintiff is representing the registered security and bond at closing. They are hiding the pea under several shells so you don't know where it is. This keeps the patriots from making the proper claims.

Jean Keating

The statute says you have a right to restitution and rescission if they sell an unregistered security, Ohio statute 1707-261. Is the note an unregistered security? It is a non-negotiable instrument. When they convert it into a security, it takes it out of UCC Article 3. It could be under UCC article 4 because it is deposited in a bank. But eventually, after it has gone into the SPV, and been securitized, it is moved to UCC Article 8 and Article 9 is applicable to the remedy. They have to give you the right to rescission because it is unregistered. So, they ledger that you no longer have a liability by giving you the setoff. So they are following the law. But they are keeping the records in two different sets of books like the Mafia.

We are following the letter of the law and showing them what they are doing. We have a right to rescind and restitution, which is also part of recoupment. We can go to the NASD, the national association of securities dealers, they have an arbitration and resolution board located in NYC. They have tribunals in each state for hearings. You can go to arbitration and have the contract rescinded and get restitution because they are selling unregistered securities. I have examples of four recent cases from 2005 and 2006. People have purchased promissory notes and found out they were unregistered securities. There is case law on this. This is money laundering or RICO.

But there is a statute protecting us. Since, as soon as they sell the unregistered security, we are entitled to setoff to settle the claim. We are raising this claim; we have not waived it. They have not addressed our claims or defenses, so we have grounds for appeal. The law requires them to do this because they have raised it. One can stop any mortgage on this basis.

They would be better off if the judge gave you a remedy on other grounds. We have given them several grounds for rescission. They can also allow rescission because the property is in a flood plain. Their attorney said that if what we are saying is true, it would destroy the mortgage market. We had an attorney say the same in her pleadings fifteen years ago, and then she was taken off the case. I don't think they like attorneys saying those things in public.

Federal court through out our RICO complaint initially. I brought up the FASB and IASB standards and regulations in appellate court. I corrected them from stating that the bank is the creditor. That is only true on the receivable side of the ledger. We are the creditor and they are the debtors on the liability ledger. That provides a remedy. The G7 has endorsed it. Now we are getting into international law, with the IASB standards that they have adopted. These standards say we have a right to setoff.

So, like the Mafia, they always have a second set of books that are not available to the public. They only use the public books when they make a claim against us to determine how much we know about our claims available on the other side of the accounting. It is up to us to bring this

claim or waive our remedy. Most CPA's are not familiar with these issues, because they don't have to deal with them.

Bank One uses KPMG to audit their books; others use Price Waterhouse. They are international auditing services. They are expert at auditing off balance sheet accounts. There is off balance sheet financing, payables and receivables. These auditors are the only ones that are aware of these issues. Scott Taub is the chief accountant for the SEC and his assistant. They confirmed my information. The SEC is also the enforcement agent for this practice, because it involves securities. He admitted that this is their practice. He wanted to know who I was, but I did not tell him.

One bank auditor wanted to know why I was asking these questions. What does why I am asking have to do with question. "Are going to tell me what you are going to do with my note? Don't I have a right to know what you are doing with my note if I go into business with you? " Everybody thinks a note is a liability, but it is not. Under UCC 4(a), 104(c), it says that the originator is the sender of the first fund transfer. We are the first funds transferor. UCC 3-105(a)(c), subsection (a) talks about issue and (c) talks about issuer. It defines the issuer as the transferor of the first fund transfer, which is the drawer and the maker.

UCC 8-102 (12), (15) and (9) that defined what an entitlement holder is. UCC 8-105 that says we are identified as the person with securities and entitlement right on the books of a banking intermediary. They call them intermediaries under Article 8. This practice is all under Article 8 because it involves securities. That is how they are hiding their practices. They are treating these notes as securities and not Article 3 paper. Under Article 8 we are the holders of entitlement and possessory rights to the proceeds of the transaction because we are the originator of the first funds transfer on the accounts payable side of the ledger. We are entitled to the funds.

A promissory note is an asset to us. When we give it to a beneficiary and he deposits it, it becomes a cash item to the bank. They issue a cash receipt to the depositor. The bank gets a cash receipt that is the equivalent of money. It is what passes for money in the society. They will tell us that our note is not cash. But after it is deposited it looks as if we deposited money in an account.

This is a cash proceed under Title 12 of the USC. We are the creditor and we are not bringing this up as a defense. This is why there cannot be a holder in due course.

UCC 3-302 defines a holder in due course. It says in the first paragraph that this section a holder in due course is subject to 3-106(d). That says that where an instrument is involved, there cannot be a holder in due course. The reason they can't is because they are taking it subject to the defenses and claims that the drawer and maker as the originator of the first funds transfer can bring against the payee, which is the bank. The reason there can't be a holder in due course is because we are the creditor and we can trump any claim that a holder might have on that instrument.

The claim that the originator and maker can make is setoff because they sold an unregistered note. They cannot be a holder in due course because they are taking it subject to administrative

and commercial claims, every time there is a clause in the instrument. They create a mortgage purchase loan (16 CFR 433.1). This whole process is not about mortgages at all, because they sold the note and received the funds and closed the account by assuming they have repaid the originator on the loan. If they already repaid the originator on the loan, the living man who signed the note, then the whole thing is closed. We got our money back.

We did not receive the money or ask for the note back. So the bank transaction on the payables side shows that we brought the money in, they credited it our account so they paid it back, we don't have a claim against the bank. It stayed in the account, because we didn't claim it. So they assume it has been abandoned. A trustee of abandoned assets would normally invest these assets to make money on them. They are expecting rent for this property from us. We are not paying monthly payments of principal and interest, is because the loan has been paid off.

We are paying rent for the asset we failed to collect. The SPV is taking all the payments as profit. It is under contract and has nothing to do with notes and contracts it ends when the original contract is finished.

If you stop making payments, no one has been damaged. The only reason the banks continue to collect for 30 years is because you are a fool. We are responsible for agreeing to this contract. We don't have a claim for fraud.

We did the first funds transfer that they transferred to the receivables as an asset to the bank. When they didn't give the note back, the bank sold it or deposited it as a cash item. UCC 1-204 says we are considered as merchants at law, who know what we are doing. We act as though we are experts at negotiable instruments. That is how they get around the defense of fraud in the inducement.

To prove fraud in the inducement, one has to prove he didn't know what they were doing, and didn't have sufficient time to find out. But in order to prove that, you have to learn how to do it right first.

They call their process de-recognition. But most of the time that is not true. If they pass the reward and the risk, a complete sale of the asset, it is de-recognition. De-recognition is defined in accounting as not recognizing it on their books any more, or removed it of the balance sheet. This means they extinguished the loan from the books. We are asking for the balance sheet in discovery. The balance sheet will show that the loan has been extinguished. They are trying to collect on a note that they have no right title or interest in.

Pimpcos on Bonds, using the real estate is not the mortgage loan. It is used to securitize the commodities and securities exchange. They are not using mortgages to attach property, because it only appears that they got an interest to attach the property. We have the priority. Their real intent is to create derivatives to create a security and bond market to finance all commercial and corporate activity. Tying up the land is a profitable by product, because nobody understands that they don't have a claim for it. They are called beneficial interest holders (BIHS). Those are the organizations with an account with the DTC to buy the mortgage-backed bonds, which are the pooled assets from the HELOC or trust.

END OF JEAN TRANSCRIPT

Victoria Conversation

There is no difference between a civil case, a criminal case or a mortgage deed and mortgage loan purchase. Victoria had a couple traffic cases back in early 1990's. Victoria was in jail for a while. She was jailed for six months in 2001 based on a personal complaint, but they discovered an old warrant for her arrest. She attempted to get the feds to prosecute the county under Title 42 because the judge had said that the warrants had expired. She settled and closed the probation with a note.

But she recently found an old warrant poster on her on the Internet. She found out that a Hong Kong investment company purchased her criminal case bond. It is possible that she didn't have standing to ask for a Title 42 lawsuit, because she had not filed a bailee/bailor agreement and therefore, she was not a creditor. One must be a creditor to make a claim. Everyone today is presumed to be an enemy of the state, a U.S. citizen. This game is played in admiralty maritime commercial law. When you file a UCC1 bailor/bailee you are saying that I want to be a creditor. A creditor in an admiralty transaction is the same as a sovereign with inalienable rights in common law. It is a way of colorably stating that I have standing as a creditor to get a remedy.

You are the creditor in their payables books. As a slave, you can only plead guilty. But with out the UCC1, you didn't have any documents to show that you could come in as the creditor on the liability account of the corporation. If you can come in where the defacto government owes you instead of having the defacto government claim you owe them, you have a counterclaim for a set off. Patriots want to use the common law, but the government is focusing on you as a debtor by a voluntary contract of servitude. The government treats you like a slave unless you know enough to understand how a slave can pay off his debt and get his liberty and freedom. They are speaking in a different language so we don't understand, asking for our liberty presuming we don't have a debt. We languish in a foreign jail because we cannot understand the remedy.

How do I get them to acknowledge this so I can come in with standing as a creditor? Do I send a precipe to the clerk seeking his acknowledgment and his appointment of this attorney. She has not received an answer back from the Secretary of State of Puerto Rico acknowledging her filing. If there is no filing number, what document do I have to show there is a B/B agreement to give me standing in the court to direct the Title 42 action to appoint an attorney to go after the state for its unlawful actions against the strawman because they didn't have a valid warrant.

Once you do your B/B filing showing the relationship, then you can bring that document in. Just like the collateral being the note in a foreclosure case, the collateral in the criminal case has to be our signature on our note that we gave them in the criminal case for the settlement and closure. That is your claim in that criminal case. The note we gave the bank was the claim in the foreclosure case. That is you asset. One should not put the indictment in the collateral on the UCC, because it is a liability to you and an asset to the corporation. It is their account receivable. The IBOE that you sent them is your asset and it constitutes your claim.

Victoria gave them an IBOE to settle the case. They have not returned the note or settled the account. This is just like the bank mortgage. The mortgage deed is still recorded after you gave

them the note. But when you gave them the note, they closed the account. But then they sold the note for other investments to other corporations off the balanced sheet in the background. How can you show them that you have an ongoing interest in that note to settle that account? Have you been making monthly payments to show an ongoing interest in the note?

For an example: you purchased real estate. They give you a deed. They recorded the deed. You got the mortgage deed, you got the mortgage note and you got the mortgage contract. The mortgage deed is superimposed on top of the deed. The mortgage deed has priority because it was filed last and it is sequenced with the same party that is on the deed. The public looks at the mortgage deed and it appears to be a legal, lien hold interest in the property. It is not a negotiable note.

A Federal Reserve note is a negotiable note that is registered as a security. So the FRN passes in the public. If you deposit a FRN with a deposit slip in the bank, the bank accepts the deposit as a cash item and they give you a cash receipt. They do not that when you give them your note, because it is non-negotiable and not registered in the public. So the transaction does not appear on the public side of the books because there is no public registration. It does appear on the private side of the account because the note is private. When your note comes in to the bank, they offset the private side of the account, but they can't offset the public side because it isn't registered. So it cannot appear in the public side to offset the public side of the accounting.

We use monthly payments to show the public that we have interest in that property. Legal title to the note has been transferred to the SPV. So you no longer have legal title to the property. We must use the monthly payments to show we have claim to the property, because it was our own note. We make monthly payments on the mortgage and the utilities and yearly payments on taxes. If we were not paying those, we would have no receipts to show that we had any continuing interest in the property.

If we filed an interest in the property as a creditor, we would not have to make all those monthly payments in the property. We can chose to be a creditor or debtor. But if you are a debtor and stop making payments, the presumption will be that you are abandoning your interest in the property for possession and use. You already abandoned the legal title. The bank can step in and take over because of another level of abandonment

When the mortgage deed is still recorded in the register but when you gave them the note they closed out the account. Then they sold the note for other investments to other corporations off the balance sheet in the background. How do they prove that you have an ongoing interest in that note that you gave them to settle that account. That is why you make monthly payments on that note that you abandoned to show that you have an ongoing interest.

You have to provide an application with a name, address and an SSN to sign up for a utility on the property. The SSN is the trust account that is prepaid. So you sign up for your utilities with your prepaid account. Within 30 days, instead of giving them a BOE on the prepaid account, you keep coming in with liability notes to keep showing a debtor interest rather than a prepaid interest on the account because you fail to register. The application for the utilities is the equivalent of signing a negotiable instrument or a private note, because your unrestricted

signature with the account name and number is equivalent authority for the utility to keep drawing off of your prepaid account to run their corporate utility business. You show a continuing monthly interest by your bill paying with liability notes. If you try to pay with a BOE, you should register the original contract you signed because that is the equivalent of the unlimited credit access to the prepaid account. That is your asset in that transaction. If it is not registered, you can't show that the public should settle the public side of that accounting. If you send them a BOE that is unregistered, they will not accept it. They cannot see any public side to your BOE.

Victoria has not been making monthly payments and she put the three criminal cases on a UCC filing. The BOE that you gave them in the criminal case is collateral. The case is not an asset; the case is a forum to settle the transaction. The note should be put on the UCC. The criminal case is not settled because you have not made a claim. You have not put the note as collateral on the UCC.

You are like a person in a mortgage foreclosure case that stops making payments and has not shown a continuing interest in the property by any filing in the public. Monthly payments would have been a monthly filing of a notice of interest. A notice of interest will expire if you don't renew it. The bank is foreclosing on you for presumed abandonment of the property. You didn't record your asset, which is your mortgage note that you gave them to begin with. The mortgage note is an asset to you and a liability to the bank and you didn't record the note, to make it a security registered in the public. Therefore it is not cognizable by the public court system to give you a remedy when the bank did not close the full accounting with you at your escrow closing when you brought the property and when the note was closed off the banks books on their liability side, you have no public claim.

How can you claim the note as an asset when you give it to them? The note is an asset, like a lawnmower. If you give it to somebody, they owe you something back. You are the creditor in the transaction. You were the originator in the transaction. When you buy a house, you sign a mortgage note to the bank. You are the creditor. Did you give the court a BOE to settle the account in the current case? That was an original instrument therefore you are the creditor. They owe you a receipt or a canceled check. Like Roger Elvick use to say, you should receive a check. They didn't give the BOE back to you, because first, they closed the account on one side otherwise they would be involved in fraud. But you didn't ask for the note back and they presume you didn't make a claim, it is a valuable asset, so they sell it to someone else. So someone else has a claim on that note that Vic used to settle her criminal case. Somebody is holding it. They bought it from the state.

But they closed your account, the charges in criminal court; but only on one side. The case isn't settled because they haven't applied the funds from the note to the other side. They have not given you credit for your asset on your liability to close the full account. You have not made a claim. The receivables side is still open because the note does not show any public registration. They closed the private side that you gave them the note for, but you didn't get it back, because you didn't claim it so therefore, they sold it again. So they are still trying to collect the receivables, they sold her asset to another company that holds her asset, so she doesn't hold it and they are using the asset to create even more funding to run the corporations with.

This is because they didn't ask them to give the note back and you didn't show that you have a public claim. You can ask the bank all you want to give your note back. The bank is not going to listen to you, because they assume that you are a debtor and they have no document of standing to show you are a creditor to ask for the note back. If we had registered it, we could certify it out of a public office, which they are required to accept.

Just like you told the lady in the foreclosure suit, put the note that you gave to the bank that they are using in the foreclosure, as collateral on the UCC filing. When she showed the filing to the judge, it shows I have a continuing public interest in the property. If you are not making the monthly payments, you have to have a instrument that shows you are still making a claim on the property. I am a creditor; I have this UCC lien. It shows that I am a creditor with the property as collateral. I am the highest-level creditor on the property. The judge said, "Ok, it looks like you have priority."

The reason they still have a wanted sign for Victoria is because you gave them the note, they settled the private side, so she doesn't owe them any more for the crime. They settled on the private side, they didn't give her the note back, we held it, she didn't show she had a claim to get it, but we have settled the substance of the criminal charges. So they settled the one side which is their liability side, which means they don't owe her any more, which means they recognize the substance of what she gave them. But if they gave it back to her, none of the rest of the transactions could continue, because everything is based on her credit line. So they had to create a presumption that they didn't have to give it back to her. One, she doesn't have a registration that shows she is a creditor and because it isn't registered, we can't close out the public side. Since we can't close out the public side, we may as well not give her, her note back and we will sell that note to another corporate entity that can use it again anyway because she doesn't know to ask for it.

They closed the one side just like the bank did the mortgage at closing in escrow. They don't want to hold any money any more. This whole thing is done, but she never came and asked for her money with standing, ie, the note that got cancelled, so consequently we will sell this liability to some other corporation as their asset. Now you have the right to make the claim that you are the ultimate claim on the closing on the criminal account. I want the case settled and I want the wanted poster down.

They cannot take the wanted poster down yet, because there is a silent party in the background that holds the note. You don't hold it. Someone else holds it, so someone else has a claim, an account ready for collection as a creditor. The company in Hong Kong that bought the account receivable is the creditor with a claim in this case. The wanted poster is still up to show the investor's public interest in Victoria to give public notice that they have a claim. If you don't show a public interest that you have a claim, you have abandoned it and they are going to come in for collection in court. If Vic isn't making the probation monthly reports, the Hong Kong company will bring her in. They are not going to show up in court. The county will show up in court to press charges as the servicing bank on the account that was purchased by an SPV. The SPV is the conduit to funnel the money to the Hong Kong investment corporation. But the investor is the true moving party.

Edgar Bradley was federal probation in which he tendered a note to settle and close. Ed kept telling them he was the creditor, why haven't you closed the account. The probation officer reported to the court that Bradley was not meeting the monthly probation requirements, and asked to revoke his parole. He was brought in briefly to a magistrate in which they adopted the recommendation of the parole office and he was going to submit it to the judge. At that point he had the opportunity to rebut, do affirmative defenses or counterclaims. The judge agreed with the magistrate, and told Bradley to report back into federal prison for three months because of parole violations.

Edgar Bradley had already sent an IBOE to the feds to settle and close the account. He had not registered his BOE. So he failed to make a claim. So they settled the private side, but because he can't show standing they did not settle the public side of the account. Since they couldn't settle the receivable side, they had to sell it to a foreign investor to avoid fraud. When they cancelled the probation, the new investor in the background was the moving party.

I assume that they put him in for 90 days to see if anyone was going to prove a claim. When nobody proved the claim, they let him out again, with three more years of probation. This is likely the security to protect the investment interest of the purchaser of the public account receivable. This is caused by the failure to register the note and file a security interest in the public sector to settle and close the account.

Admiralty maritime only has authority for execution of sentences for contempt for failure to pay a debt. He did not record his note in the public so the accountants can settle their claim.

There is another guy in similar situation as Pete with the state tax authorities. The state hired an attorney to collect the accounts receivable after he tendered a BOE. The state needed to sell the account because Pete gave them the substance for closing. But Pete is in contempt because Pete did not register his instrument to allow the account to settle and close. Therefore, the punishment is to sell he account to a third party investor for collection. They have to put up some notice of interest to protect the investor, which will appear to interfere with your rights and privileges as punishment for you for not allowing us to settle the account. They are not punishing anyone for violating the law. They are not concerned about monthly payments.

They cannot take the wanted poster down because there is a silent party in the background that holds the note. The wanted poster is the collateral they are using to support their claim. If you want the poster taken down, settle the claim. They can make a claim with an unregistered security, but they don't have a defense if you bring a registered claim. That is why they are not picking you up, so that you will not make that claim. Your claim will close that account down. They want that investor to keep it open and enjoy the return. They won't pick you up but they have the public notice of interest. A notice of interest does not have to be proven unless there is a claim against it.

Victoria has been trying to buy a house in Australia, but is hasn't settled and closed yet, because she hasn't registered the payment in the public. She is concerned about a bad credit rating. They give you bad credit ratings when you don't pay your bills because you don't know how the

system works. **No one in the USA should have a bad credit rating because they have a prepaid account.**

COURT SURVIVAL GUIDE

IMPORTANT NOTICES

1. This Survival Guide is offered as educational material only, and is by no means complete nor all-inclusive. There is a wealth of information here which can be applied to any case where a government agency is bringing a criminal action against a Citizen, such as traffic and IRS cases, the information in total may or may not apply to you. And there will always be more details and knowledge which applies to your case, and you are obliged to collect as much information as there exists for your purposes, from all sources. There are just too many parameters in the legal process, to adequately cover all possible scenarios for a given situation, in one manual. Hence, this guide is general at best, and cannot be expected or be held to suffice as 'legal advice' at the level expected from 'licensed' attorneys. The main advantage here, however, is that the guide tends to illuminate much of what the judges and attorneys do not want you to know. You can cut right to the chase, if you want, and eliminate considerable time and confusion to win your case.
2. If you have successfully followed the guidelines in the Vehicle Survival Kit and/or the Citation Refusal Kit, you may not need a Court Survival Kit, by virtue of not having to appear in court on some phony traffic charge.
3. There is a lot to this guide, because each case is different; however you may focus on the easy and quick method which requires only 1 court appearance. The rest of the guide covers other cases that have somehow slipped thru the cracks.
4. We get a lot of calls from people who first get themselves into a traffic court, and then decide to find out about Sovereignty (i.e. the cart before the horse). So we have published this guide to offer help with these cases as well.
5. The fact that you have obtained this guide, suggests that something has gone awry in your path of Sovereignty. Either you have not been able or allowed to follow the procedures which keep you out of court, such as found in the Vehicle Survival Kit (VSK) or the Citation Refusal Kit (CRK), or someone you know has managed to get into a jam before establishing your Sovereignty. This guide addresses cases such as these, to help empower the People who are coming from an obviously disadvantaged legal position, as there is no completely fool-proof technique to always beat the system. So here we are attempting to improve the odds considerably.
6. The purpose of the Court Survival Kit is to help you effectively handle any court confrontation in which you risk losing more of your rights, money, freedom, and/or property. It is assumed that you are somehow obliged to appear in court for something, and you want to protect whatever rights you have left. This guide contains techniques that can help in any traffic case, tax/IRS case, or any case brought against you by a government agency.
7. Although much of the information herein may also help in cases where you are the plaintiff/prosecutor who has filed a Common Law Suit against a public official, this guide is instead written from the perspective of defending yourself against a prosecutor who is going after you, because of charges that you know are inherently fraudulent.
8. If you really want to minimize your total risk, and be done with your case ASAP, then you might consider just acting sorry and poor, and plead guilty to the charges This is what the court

expects, and this is what it is designed for. The only problem is that you will be obliged to re-integrate yourself back into the oppressive system of traffic slave laws that put you in court to begin with; you will be expected or perhaps even ordered to abide by the rules of the system. You will lose the game by not standing up for your rights, but you will have minimized your immediate cost, financial and emotional. So, in this guide, we assume that you want to WIN your case. If you haven't much to lose, then you have an advantage over the court, which has much more to lose than you do.

9. Keep your Court Survival Guide in a safe place where you can easily get to it when you need it. Maintaining a complete kit is vital for showing up in court as fully prepared as you can possibly be. This Survival Guide is intentionally written as briefly as possible so that you can easily access and use it. Knowledge of the Truth is a great tool here, but the more skillfully you can apply it in court, the more empowered you will be, in any case that challenges your freedom. Remember, this is a situation in which the knowledge alone is not enough. You must also be able to perceive things as they are happening, and to think on your feet, so that you will instantly know what options are yours to use, when you have the opportunity.

10. MOST IMPORTANT: Mere knowledge of these techniques and Truths will not be enough. Just by mentioning such things in court will not, of itself, help you win your case. A piece of paper is not by itself an automatic shield. You cannot depend on the court to police and correct itself. It is up to us, We the People to detect and demand correction to the court's errors and fraud. You must be able to think on your feet and stay on top of each argument as it comes down, so that you can logically steer the judge into a corner. You will be going head-to-head with judges who are very slippery, or who may be ignorant as to the real law, and how fraudulent their system of 'justice' is; you will have to do your homework.

MAINTAINING COMPLETE INVENTORY

Your Complete Court Survival Kit consists of:

0. THE FLAG - (you provide) A small U.S. Flag on a stand (BUT NO GOLD FRINGE). This is your basic proof and exercise of your status and rights in court. You would bring it with you and set it on each table or bench where you stand, whenever you are going to directly challenge jurisdiction.

1. YOUR PERSONAL LICENSED COURT RECORDER - (highly recommended) You must make sure that all of the court conversations are recorded without risk of being erased by the judge, so that the evidence which floats to the surface, can never be denied. Bring your own rather than rely upon the court to preserve the Truth. If this is not possible, make sure you bring people.

2. LEGAL COUNSELOR(S) - (not licensed attorneys) These are your personal helpers or counselors to sit behind you in the courtroom, to help you stay aware of and record what's happening and your options, while you are dealing with your emotions. More is better.

3. True copy or Original Paperwork - All legal documents or evidence you can find, which relate to your case status, tickets, receipts, depositions, invoices, notices, letters, warrants, names, dates, places, etc.

4. Copies of All Relevant Laws that apply to your case -- Photocopies of the statutes, codes, laws, and Constitutions, which back your position and defense.

5. COURT SURVIVAL GUIDE (provided by F.R.P.)

6. Pen and paper.

7. Pocket tape recorder- For your own protection and cost savings, to be concealed, and not to be used as 'admissible evidence'. Use this as a backup for your own licensed court recorder.

REPRESENTING YOURSELF AS A SOVEREIGN CITIZEN

You should represent yourself always 'in propria persona' (in your own person, or 'pro per'). This alone qualifies you as 'an attorney in fact', according to Black's Law Dictionary. By asserting your Sovereign Right to represent yourself in legal matters, you are establishing your status as your own attorney, without being misled, trapped, and overcharged by a 'licensed' defense attorney, who would only bind you into the very system which is dedicated to making you pay. Do not hire a licensed attorney if you intend to keep your rights and your money. There is no law which requires anyone to hire an attorney. If anyone tries to intimidate you or deny your rights by asking you if you are an attorney, you can always reply "In fact, I am". Bring your flag with you wherever you appear in court, to show your Sovereignty. By representing yourself, you are free to expose any of the many fraudulent deceptions and procedures being used against you.

The court can assign a public defender to you, if you want to just pay some money and get out. But remember, the public defender is just an officer of the court, trained to only reduce the fines in exchange for pleading guilty. If you do this, you will not be allowed to expose the corruption, you will lose your case and your money, and you will have a conviction record.

So in order to effectively represent yourself and your interests, your 'mission' is to proceed 'in propria persona' (or 'pro per'). This is what you must sign on every court document next to your name. This means that you are not only the legal counsel representing the defense, but you are also the accused whom you are representing, in person. Do not represent yourself any other way. This also means that the judge cannot lawfully hold you responsible for conducting yourself or your case, as a licensed attorney, nor can he/she force you to hire one. You are free to proceed as you see fit, as a sovereign citizen. Your legal counselors are just that, counselors. And there is no law preventing your friends from consulting with you during any court proceeding.

Some judges and prosecutors will expect you to proceed 'pro se', another method of representing yourself. Do not let this happen, because 'pro se' means that you are legally representing yourself as your own attorney, which the court can then pervert to mean that you can be told by the court how to proceed with your case, and the Judge may try to impose the same standards upon you, as are imposed on a licensed attorney. The court would be allowed to treat you, as your own attorney, differently than it would treat you, as the accused. So don't let this happen. You will know when to declare your pro per status.

USING LEGAL COUNSELORS

This is the single most helpful element of your survival in court. Some people have a natural ability as legal eagles, to know the laws and court procedures cold, and to argue law logic with the best of them, and eventually win their case. Such people are born fighters and can masterfully

find their opponents' weak spots, and outwit them, many times by pure attrition. If you are one of this rare breed, you probably don't need any legal counselors with you in court. More power to you, and heaven help the lawyers that get in your way.

However, most of us regular folks have made it a point not to get involved with the legal details, not to learn any court procedure, and to avoid anything to do with the legal system altogether. Let's face it, most of us have gladly left the boring and/or offensive drudgery to the lawyers, just to stay out of court. So, it makes a lot of sense to keep the company of legal counselors, and to have them around you in your time of need. It really pays to have extra opinions and to be made aware of options when you need them.

The fact is, the courtroom environment is naturally oppressive, intimidating, and humbling AT BEST. And most people are sensitive to such an environment, to the point of dealing with more emotions than they need at the moment. So the purpose of your counselors, who are worth their weight in gold, is to keep the logical thinking process going, and to keep you aware of your legal options, while you are conducting your defense immersed in your own emotions. Although your own judgment may become occasionally cloudy or confused, your counselors' will be maintaining a much clearer understanding of the facts, the law, your rights; and they will be carefully watching the judge and prosecutor for signs and indicators. You will be able to pause the case, at any time to confer with your counselors.

THE BASIC STRATEGY IN COURT APPEARANCES

We always try to use the best, most effective, and direct strategy, up front at the 1st court appearance, so that the case is dismissed (i.e. we win), and we never have to go back. So the balance of this court survival guide applies only to other cases that have slipped thru the cracks.

You guessed it. It's another game; no more, no less. Very much like poker. The stakes are essentially your Freedom, Money, and Property vs. the court's false Authority and Power over you (for lack of a better expression). Much of your power comes from invoking your Common Law rights. And since all have received sealed orders from the U.S. Attorney General, to change over to Article III Common Law jurisdiction, you may soon not need to work so hard to retain your rights.

OBJECT OF THE GAME: To get out of the court system as soon as possible, by getting the case dismissed or thrown out; and the system is rife with glaring opportunities for doing so. The longer you stay in the court system, the longer you are at risk, and the more money you will lose.

The judge's OBJECT is to convict you quickly and collect your money, while maintaining the illusion of Authority and Power over you. The prosecutor's OBJECT is to prove the conviction that you are guilty, at any cost (even lying), and make an psychological example of you to intimidate others.

THE PLAYERS: You, the Judge, the Prosecutor, the Jury (if any), the Officer, the other Witnesses (if any), and your Counselor(s). The Judge and the Prosecutor are both experienced players, and extremely slippery. Neither can be trusted to tell the Truth, and they will most assuredly give the impression that their words are absolute Truth and Law. In addition, you can depend on the prosecutor to be unfair, devious, fraudulent, and conniving in his/her efforts to win the game. Lawyers, in general, have absolutely no respect for the real law. They consider themselves smarter than the People, using their private exclusive membership in the Bar

Association to manipulate court procedures, in order to steal money from others. Just look in the phone book and see the disproportionate number of people in this profession vs. the other professions in your area.

THE PLAYING FIELD: You are in a rigged game; you are the visitor, and playing without the home field advantage. You can forget about Truth and Justice, as these have been eliminated. The only way you will win is by embarrassing the court. This is a 'cash register' court, with absolutely no vested interest in proving your innocence. They just want your money, and your obedience to the rules which take your money. The deck is already stacked against you, just by your showing up and being there. You are already convicted and presumed to be GUILTY. You have already been treated as GUILTY by the arresting officer, and you have proven your GUILT by signing the ticket. The judge and prosecutor are both playing together against you. They have both taken a secret oath to work as agents for the foreign banks, in their efforts to maintain control over you and your money. The game, as a minimum, will be interesting, challenging, and educational.

PLAYING THE GAME: There are many strategies, tricks, maneuvers, and legal points to 'argue' about, that are good to know. Currently, we would go for the best strategy at the first appearance, getting a quick dismissal, and avoid having to fall back on the rest of them. And how you play the game will affect how your opponents play, and vice versa. Since their jurisdiction over you is conveniently implied by your unspoken consent, it must be challenged right up front, so that you will be able to stand on the Constitution, and maximize your chances of early Dismissal. Otherwise very few of your other strategies will work well. Not all of the factors will come into play in every court appearance, especially in the initial stages of your case, some of these rules apply to some hearings, and some will apply to others, as you will see; but here are some basics that you really should understand for any such appearance.

0. RIGHTS (which they will try to cheat you out of) These are some of your rights that are good things to know in general, the lower courts do not recognize most of them, since they are not Common Law courts. To argue most of the Constitutional rights, you would need to appeal to a higher or district court. Depending on how far into your case you get, you may wish to address a few of these:

- **You have the right to be informed of the nature and cause of the crime (6th Amendment).**
*

- You have the right to specifically reserve any or all of your rights

- You have the right to remain silent (to stand mute) (5th Amendment)

- You have the right to say what you want and to be heard (1st Amendment)

- You have the right to represent yourself 'pro per'

- You have the right to object to any statement by the judge and/or prosecutor.

- You have the right to Recluse (dismiss) the judge

- You have the right to call Witnesses to assist your defense (6th Amendment)

- You have the right to have legal Counsel for your defense (6th Amendment)
- You have the right to conduct your defense 'pro per', free from the professional restrictions imposed upon licensed attorneys.
- You have the right to submit Motions
- You have the right to a fair trial
- You have the right to change your Plea any time before trial
- You have the right to Appeal any judicial decision
- You have the right to a speedy and fair trial by an impartial jury (6th Amendment)
- You have the right to waive court and transcript costs, on the basis of pleading 'in forma pauperis' (no money)
- You have the right to due process of the law (trial), before you are deprived of any liberty, property, or money (5th Amendment)
- You have the right to a face the inured party claiming damages (Article III and 6th Amendment)
- You have the right to face your accuser and witnesses against you (6th Amendment),
- You have the right to inform the jury of the Truth, their rights, and their duties (1st and 6th Amendments)
- You have the right to put the judge on notice of your intent to preserve your rights
- You have the right to put the judge on notice of your intent to Appeal any ruling or decision during the case
- You have the right to Protest and Object if any of your rights or demands are not being met
- You have the right to demand that the court place in evidence, any unrevealed contract, statute, law, rule, or information being used against you (6th Amendment)
- You have the right to challenge all relevant laws in this trial in terms of their intent, interpretation, fairness, enforcement, and whether they Serve and Protect the People of your State
- You have the right to personal liberty under the 13th Amendment
- You have the right to challenge the jurisdiction of this court
- You have the right to argument of recourse and remedy, under UCC 1-103 & UCC 1-203
- You have the right to demand that the code be construed in Harmony with the Common Law.

- You have the right to require translation of any citation of law or procedure into plain English

As you can see, there are a lot of details and procedure to learn. So if you are not planning to take on this level of preparation, or if you simply want to minimize your exposure to the court system, then we would suggest using the strategy mentioned herein that stands on the 6th Amendment and backs the judge into a corner. And for whatever portions of this guide you find useful, you would do well to learn those areas of choice, front wards and backwards, so that you cannot be out maneuvered.

Here are a few general psychological tips:

- 1.** You are Mr. Nice Guy, always polite, diplomatic, and courteous. If you lose your temper or clean language, you lose the case. You are a very smart sheep going into wolf territory.
- 2.** You can say anything you want in court, under the 1st Amendment. But the more you say, the more you risk. Better to ask questions. And whenever a judge hears something from you that blatantly challenges or threatens his/her position as a judge, you risk the 'contempt of court' charge.
- 3.** The judge and prosecutor are working together against you. You will see how they cover each other's butt. The Judge is supposed to be just a referee. Sometimes you can catch the prosecutor coaching the judge along and trying to control the judge's answers.
- 4.** Whenever the judge or prosecutor is overly polite to you, it means that they want something from you very much. Beware. They are probably wanting you to agree to or say something that gives away more of your rights. A dead giveaway is when the prosecutor proposes a motion and speaks very fast so that you cannot understand.
- 5.** The judge will always try to make you believe that you only have the options that he/she is presenting to you. Do not trust for 1 millisecond that the judge is telling the Truth or quoting the real Law. You know better.
- 6.** The judge and prosecutor both know that, although the hearings are taped, only the transcribed written record is admissible as evidence in a later hearing You can suspect they will try to get you to believe something or communicate some lie or manipulation that will not appear on the written transcript (Oh, they are just so clever).
- 7.** The judge is conditioned to hear grossly distorted versions of reality, from opposing viewpoints from the attorneys (liars); who in turn expect the judge to rule in their favor, by making the other attorney appear to be a bigger liar.
- 8.** Exaggerations, false premises, and false conclusions are the primary tools of the prosecutor. And they will both interrupt you while you are talking. Learn to object immediately and limit their abuse.
- 9.** If the judge determines you to be a fighting loudmouth patriot radical, with a bone to pick, he/she will probably make things more difficult for you. You will not be allowed to make very many (if any) Constitutional claims or arguments.

10. Know the psychology. If you let the prosecutor walk all over you, the judge will assume that you don't know very much. They will both take advantage of any weakness you show.

11. The judge will be watching and listening to you, to see how much you know about your rights, and the law. This tells him/her just how much they can get away with in court. The less they think you know, the more they will let their guard down, and the more fraud they will attempt to perpetuate.

12. The judge and prosecutor are very slick in their technique. They will both be playing according to what they think you know. If you impress them as being very knowledgeable as your own defense counsel, they will tend to be very careful not to expose themselves on the record. They've been pulling this stuff off for over 150 years, in their 'refined' and corrupted system.

13. The judge and prosecutor must, by definition, violate the Law in order to win the game. They do it all the time, and they are good at it. But they seldom run up against People with your knowledge of the Truth. And there is always a way to expose the violations, as they happen. The trick is to do so without being charged with 'contempt of court' (heavy fine\$) You will be sliding them into it.

14. The judge is very good at avoiding questions when you put him/her on the spot .So you must be even better at steering the judge with your questions, into a corner.

15. The judge will try to convince you that you are in some 'regional court of Statutory jurisdiction' or other such nonsense. This is entirely false, in this case, the court is operating 'under color of law' (i.e. phony), because it is using another name for its obvious Admiralty military jurisdiction (Just look at the gold fringe on the flag). It is also fraudulent because it is operating outside of its geographical Venue, defined as the 10 miles square region of the District of Columbia. The only 3 legal jurisdictions allowed by the Constitution are summarized below with their respective basic properties.

COMMON EQUITY ADMIRALTY

Type of Penalties Criminal Civil Civil/Criminal

Basis of Law, God/Constitution Contract International Contract

Compliance with Law Life/Liberty/Pursuit ... Compelled Performance Compelled Performance

Required proof of crime Injured Party Violated Contract Violated International Contract

'Colorable' means phony, bogus, and not genuine. Chances are, if your court hasn't yet converted over to Article III Common Law yet (as per sealed executive orders from the U.S. Attorney General), then it is fraudulently operating as a "STATUTORY COURT OF COMMERCE WITH INTERNATIONAL JURISDICTION". By holding the court to a legal jurisdiction, you will automatically expose their fraud.

WINNING THE GAME: You win the game by getting a judge or Jury (if it gets that far) to dismiss or throw the case out. There is enough Truth and strategy herein to hang them with your first appearance. But based on your level of skill, preparation, and/or your personal goals, you

may need to go all the way to Appeal, in order to win. Some masochistic patriots are eating this stuff up just to get the full courtroom experience. Alternately, if you are the prosecutor going after some public official, you win the game by getting the judge or jury to find the accused GUILTY as charged. This is much harder; and this is why there are Title 42 classes available, so that the People can learn the procedure that the courts do not want anyone else to know about. Thirdly, for a traffic or tax case against you, the judge and prosecutor wins by the judge or jury ruling that you have indeed done something wrong, ie GUILTY as charged.

DEFENSIVE TECHNIQUES:

Once you have decided how to proceed with your strategy, you will be faced with having to adapt and make adjustments as you go, in order to make your plan succeed. How you use your knowledge, perceptions, and skills against the tyranny imposed by the judge and prosecutor, will determine whether you win or lose. And there are as many adaptations for you as there are judges, because of psychology. It will inevitably be a psychological contest between you and the judge.

But as long as you can perceive what the judge's game plan is from a psychological viewpoint, you will have the upper hand, because the judge's game depends on your ignorance. Fortunately, the judge can only use a few basic strategies because of the laws of court procedure and his/her duty to follow them. The prosecutor's strategy can only follow one basic plan "You are guilty, you did this or that, this clearly violates the code, you are guilty, rewind, playback; rewind; playback, etc., etc., ad nauseum."

So here are a few more general factors and guidelines in preparation for playing your winning strategy:

1. MAKE SURE THAT YOU ARE IN A COURT OF RECORD, before you say anything else. Just ask the judge if the recorder is on. This will put them on notice that you mean business and you will not be hoodwinked.

2 IF THEY ASK YOU IF YOU UNDERSTAND, SAY 'NO'. This is a sure-fire way to control the case, and to employ the best strategy described herein. If you answer YES, you are giving up your 6th Amendment liberties. So just say NO, and use this opportunity to embarrass the judge into admitting more of the Truth, the Law, or the judicial decisions relating to your 'lack of understanding'.

3 ADMIT NOTHING; ASK QUESTIONS. Every question you answer in court, digs you deeper and deeper into the jurisdiction hole. Your answers automatically give your implied consent to the court's jurisdiction and authority over you. And everything you say is already being used against you. They are trained, just like the officer to get you to admit things that incriminate you. So, it is in your favor to admit nothing, and keep asking questions. This way you will control where the discussion and evidence is going.

4. ACT DUMB, PLAY SMART. From the above game rules, you can easily see that it is to your advantage to lull the judge into a comfortable position, so that he/she will more likely expose or admit some 'mistake' on the record. So one of the most powerful ways for you to play, is to act dumb at first, and then quietly go for the throat when they slip up, expose themselves, or find themselves stuck in a lie. Most of the examples in the details below are of this strategy.

5. SMILE, GIVE THANKS, APOLOGIZE, AND ASK. This is one of the most successful strategies in the initial appearances, consistent with #4 above. It works because the judge will form a favorable opinion about your honesty, innocence, and sincerity, and then grant your request without suspecting anything (see details below).

6. BAIT, STEER, AND CORNER. This is the main tactic to use for manipulating the judge into dismissing the case. The idea is to bait the court with questions concerning your 'confusion', and then steer the Judge into providing answers which force him/her to make a judicial determination or ruling, which exposes his/her mistake or fraud. It's like painting the judge into a corner from which there is no legal way out that allows them to continue the case against you. A classic cornering question to ask is "**OK now, just so I understand you precisely, has Your Honor made a judicial determination that _____ ?**" (You fill in the blank with the only option left, something which clearly incriminates the judge) (Examples below).

7 KNOW YOUR OPTIONS; PAUSE WHENEVER NECESSARY. Always maintain your awareness, with the help of your counselors, of what your choices are. If you become confused, ask for clarification or time to consult your counselors. You have everything to gain, and nothing to lose. If the judge or prosecutor becomes uneasy in their haste to win, they will tend to make mistakes.

8. KNOW YOUR MOTIONS. A motion is a formal request to 'move' the court into an agreement or understanding on how to proceed. Know what your 'menu' of motions is at each stage of your case. You may even opt to have a Motions Hearing if your case is not dismissed right away. Go to a law library and look up 'Motions' in the reference manual, and learn what each is for and when to use it. This will be your most challenging homework assignment. A few of the more useful motions are;

- MOTION TO DISMISS THE CASE (for any of many good reasons)
- MOTION TO DECLARE MISTRIAL (because of obvious error in procedure)
- MOTION TO PROVE JURISDICTION (* dangerous, and uncommon)
- MOTION FOR DISCOVERY (to produce ALL information against you)
- MOTION TO MAKE EVIDENCE (to place missing information in evidence)
- MOTION TO RECUSE THE JUDGE (for obvious bias or prejudice against you)
- MOTION TO FIND THE PROSECUTOR IN CONTEMPT (for contemptible or rude behavior)
- MOTION FOR FACT FINDING (to expose their fraud and the real legal issues)
- MOTION FOR TRIAL BY JURY OF 12 (to let the People decide, and up the costs)
- MOTION TO SUBPEONA WITNESSES (to assist in your defense)
- MOTION TO REFUSE THE JURY FOR CAUSE (because of impartiality or ignorance)

- MOTION FOR CONTINUANCE (to move the case to the next stage)

- MOTION FOR RETRIAL (to re-try the case based on particular court defects)

The Motions to Dismiss and to Declare Mistrial should be the highest priority. And you should find every reason, and every occasion, that there is to use it. Even better is to maneuver the prosecutor to ask for Dismissal, or the judge to simply declare it. Valid reasons are: lack of jurisdiction, unlawfully obtained evidence, failure of the officer to appear, lack of evidence, evidence of extreme bias against the Defense, failure of the court to uphold the Constitution, failure of the court to uphold your Constitutional rights, failure of the court to maintain a fair hearing or trial, and jury tampering (failure to maintain an impartial jury).

9. DON'T LET THEM RUSH YOU THROUGH ANYTHING. If they try this, they are up to something crooked. Stop and confer with your counselors to deduce what it is. They can just be in a rush to collect your money, in the process of violating your rights. Try to expose their fraud using strategy #6 above.

10. DON'T AGREE TO ANYTHING THAT YOU DON'T UNDERSTAND. This is where they would quickly take advantage of you So ask for clarification and/or legal consultation with your counselors, for anything that you don't understand.

11. OBJECTION, OBJECTION, OBJECTION this is how you record the court's unfairness on the court record. If the judge denies your Motion, OBJECT and give your reason. If the prosecutor asks for a Motion, OBJECT and give your reason. If the judge makes any decision or ruling that you disagree with, OBJECT and give your reason. If the prosecutor says anything to violate your case, or the Truth, then OBJECT and give your reason. Regardless of how the case goes, you thus have the evidence on record that validates an Appeal.

12. DON'T LET THE JUDGE OR PROSECUTOR GET AWAY WITH INTERRUPTING YOU. They are just trying to intimidate you into submission and silence. Take exception to their rude behavior. You might use strategy #6 to expose their injustice, and complete what you were saying; e.g. **"Has the court made a judicial determination that I am not allowed to defend myself, or that I cannot have Freedom of Speech in this courtroom?"** Put them on the spot. If the prosecutor interrupts out of turn, Motion the judge to find him/her in contempt.

13. DON'T LET THE PROSECUTOR OR JUDGE GET AWAY WITH RUDE OR OFFENSIVE BEHAVIOR. These are grounds to dismiss the case for the cause of Bias and or Misconduct. If you let them get away with any offensive behavior, even a demeaning tone of voice, Object and get it on the record as to how it adversely affects your mood and composure. Rub the intimidation right back into their faces.

14. KNOW WHEN THE PROSECUTOR OR JUDGE IS ATTEMPTING TO DEPRIVE YOU OF YOUR RIGHTS. This comes from paying attention to what is happening, and what is being said; this is why you have your counselors sitting behind you. You will get much better at this with practice.

15. LEARN TO NULLIFY THE JUDGE'S LAME EXCUSES. You might hear the judge say **"Well, I don't have it (the law or the evidence) here in front of me..."**, when you attempt to state legal proof. This is the judge's childish attempt to ignore the law or the evidence supporting your defense. So take your copy up and put it right under his/her nose, so that there will be no

more excuse. The judge may even laugh off your embarrassing question, and call a recess, in a display of false authority, in an attempt to change the subject when the court re-convenes. Don't let it pass. Keep the issue in his/her face until it is adequately resolved. Do not move on until you get the answers.

16. MORE LAME EXCUSES. You might get **"I'm sorry, you'll have to talk to the legislators about that, as I only enforce the law..."**, or **"You'll have to talk to a licensed attorney about that, because I can't give you legal advice..."**, or **"This is not the proper Forum for addressing that question..."**, or **"That issue is not relevant to this case..."**. "This is what you will often get when the judge knows that he cannot answer your question without incriminating himself/herself. You must not let them get away without giving an answer or making a legal determination .Some award-winning comebacks are:

"Your Honor, I am not contesting the law as you suggest, I am merely demanding that you interpret it in accordance with your own Oath of Office. And I am asking you to do your job as referee, and to identify the source of the law you are interpreting. Now please answer the question... "

"Your Honor, you and I both know that the legislators and you are all part of the same Legislative Branch, operating provisionally under Article I, Section 8, Clause 17; and there are no legislators here to identify the law and arbitrate a fair case; this is your job, and I am simply asking you to do your job. Now please answer the question... "

"Your Honor, I am not asking you for legal advice. I have my legal counselors for that. I am simply asking you to kindly identify yourself, the court's legal jurisdiction, and the nature and cause of the accusation. I am asking you to identify the code of written law which supports your ruling. I am asking you to do your job. Now please answer the question... "

"Your Honor, if this is not the Forum for addressing this issue, then how can you now legally apply the issue for the first time to this case? If this is not the proper Forum, then I Motion the court to provide the Forum required to resolve this issue, before we proceed."

17. ALWAYS ASK 'WHY?'. You may not always get an answer, but you deserve one, especially if your Motion is denied or over-ruled. And your asking will notify the judge that all the 'linen is likely to be aired out' in your case. The judge may risk exposing some embarrassing Truth, and choose to dismiss your case.

18. CATCH THEM IN THE ACT. This is the most important reason for taking your time, and thinking things through, with a clear head; and with your counselors. Every violation of your rights, every abuse of power, every incidence of Misconduct, every disparaging remark, every subtle threat to your well-being, is an opportunity to record evidence in your favor. Catching them at it, as it happens, can easily get your case thrown out, because they have been getting away with all this fraud for so long, that they will be surprised when they are suddenly challenged on it. Here are a few more tips to keep in mind.

- The Judge is NOT the Prosecutor; If he/she acts like one, this is misconduct.

- The Prosecutor is NOT allowed any more rights in legal procedure than you are

- The burden is on the PROSECUTOR to prove Guilt beyond reasonable doubt.
- Police powers (law enforcement officers, sheriffs) are NOT intended for sources of REVENUE. They are there for the protection of the citizens and their property, PERIOD!
- When a judge prevents the accused from introducing evidence tending to establish a defense, the judge is making a mixed determination of Fact (i. e what happened) and Law (i.e. is it legal?). This is also unfair.

19. USE THE SEMANTICS IN YOUR FAVOR. Once you have done your research and homework, you will see that the entire legal system and statutes are rife with ambiguous, deceptive, and contradictory terms and definitions. You can use your knowledge of those terms which apply to your case, in your maneuver and cornering techniques described above. All statements, rulings, and directives issued by the judge are subject to your careful scrutiny, interpretations, and legal implications don't budge away from it until it is completely resolved to your satisfaction, with a judicial determination, Hang them with it.

20. ADDITIONAL USEFUL INFORMATION - Know your rights and Constitution, to empower your confidence and authority (not to argue about).

Declaration of Independence, Par2. Governments derive their JUST powers from the consent of the governed. Without the People's consent, the law is UNJUST.

Declaration of Independence, Par2. When a government becomes destructive, it is the right of the People to alter it.

Allowable Jurisdictions, given by the U S. Constitution, Article III, Section 2 **"The Judicial Power shall extend to all cases ... in Law (Common Law), Equity, and Admiralty jurisdictions."**

Also applicable is the general statement made in Article VI, Clause 2, of the U.S. Constitution.

"The Constitution and the laws of the United States (which shall be made in pursuance thereof)... shall be the Supreme Law of the land; and the judges in every state shall be bound thereby any Thing in the Constitution." i.e. NO LAW PASSED CONTRARY TO THIS CONSTITUTION SHALL HAVE ANY VALIDITY (If there is a conflict, the State LOSES)

Amendment 1. **"Congress shall make no law abridging the Freedom of Speech, the right to peaceful assembly, and the right to petition the Government for a redress of grievances."**

Amendment 8: **"Excessive fines and penalties shall not be imposed."**

Amendment 11 **"The Judicial power of the united States shall not be construed to extend to any suit in Law or Equity, commenced or prosecuted against one of the States ... by citizens or subjects of any foreign state."**

*Note: This means that once you can prove that the prosecutor and/or judge are citizens of a foreign state under title of nobility, the case cannot be prosecuted against you as the State, i. e. a

member of the Sovereign Body of We the People. You can show that the court is operating outside of its geographical venue (i. e District of Columbia), and is therefore a foreign state

UCC (Uniform Commercial Code) 1-103.6 commands the court to retain Common Law rights and remedies, and the statutes must then be "**construed in harmony with the Common Law**". **"The code is complimentary to the Common Law which remains in force except where (explicitly) displaced by the code."**

THERE IS A LAW (somewhere) stating. the question of JURISDICTION may be raised at any point during the case, even from prison (no data yet).

FACING THE JUDGE AND PROSECUTOR: ATTITUDE CHECK

Continue with your breathing Remind yourself that you are Sovereign, intelligent, well-informed, courteous, polite, responsible, honest, and free. You are a smart sheep prepared to outwit a corrupted wolf. You are here to help the Court recognize the errors of their ways, but only in the process of your getting out of the system ASAP. You are politely, calmly, but steadfastly standing up for your rights, despite their efforts to strip them away from you.

By your efforts to keep asking questions, you are committed to Truth, Justice, and your sincerity to heal the old system. Try to keep your thoughts and vibrations as positive and well-wishing as possible, but sternly asserting your rights.

You are not here to buy into and react to any Guilt trip or shame or wrong-doing that the nice prosecutor or judge may try to establish. Better for you to raise up the condition of the Court, than for the Court to drag you down to a lower vibration.

It will probably take some practice, before you master this. Not to worry. No one is expected to perform perfectly their first time out. Many patriots and Sovereigns are effectively using the lower traffic courts, for the experience and education, preparing them to win bigger cases in the higher courts. For now, you can thank the court and your information sources for your valuable education, while you get 'on-the-job experience'.

THE SEQUENCE OF COURT APPEARANCES

Remember, unless you are the prosecutor/plaintiff going after a public official, your first priority is to get the case dismissed (or thrown out) with the fewest court appearances. Ideally, you would like the judge to dismiss your case with your first few questions, such that he/she will never have to see you in court again. There is no reason to personally go through all of the issues and arguments, unless you want the experience. So it is generally best to bail out with your 'win' as early as possible.

If you go all the way to Trial, you must be prepared to formally prove your innocence (or disprove your guilt), possibly in front of a jury. If you then lose the case, you will have to go all the way to Appeal, in order to win the game.

Therefore, for the record, the full range of sequences (of appearance) is represented by :

MAXIMUM MINIMUM

Arraignment (required) Arraignment

Special Appearance*

Plea Bargain, Hearing (required)

Motions Hearing*

Pre-Trial Conference (required)

Trial (required)

Sentencing (required)

Retrial Motions Hearing*

Appeals Hearing*

* Half of the appearances are ones which you would initiate yourself, because the court does not want to drag out your case. All the court is interested in is Arraignment, your Plea, Trial, and Sentence. Sometimes, 2 or more of these appearances is combined. The court simply wants your money with the least amount of time and expense on their part.

If you have difficulties asserting your rights and following the guidelines, and/or if the Judge and prosecutor are particularly shrewd in manipulating you and your case, then you will probably have to go all the way to Appeal, in order to win your case. Rest assured that the Appeals Hearing is the most difficult to prepare for (cost-wise and paperwork-wise), but certainly not too difficult to handle by yourself with your counselors. Still, it is much better to win right away, and not have to go thru it.

The following descriptions of sequential court appearances contain applications of the General guidelines listed above. We hope you enjoy them. We sure did. Where applicable we have included examples of some of the paperwork you would need to generate on your WP (word processor), PC (personal computer), or other Freedom Machine.

FIRST COURT APPEARANCE: ARRAIGNMENT

This is the most important step to take, and hopefully the only appearance you will need to make. The court is required by its own rules to hold an arraignment. If they conveniently 'forget', then you must demand to hold one. If they deprive you of this procedure, and begin prosecution, they have committed a much more serious crime, beyond the scope of this guide.

PURPOSE: This is the initial appearance written on your citation or 'summons/complaint' form from the officer. Somehow, you have agreed to appear to answer to the officer's charges against you. The purpose of the Arraignment is to present the charges and find out how you intend to deal with them; they are testing whether you will stand up for your rights, or act guilty and afraid like most people. The court is set up to make it REAL EASY for you to plead guilty, pay your fines, and then leave in fear and ignorance. However, there are still many ways you can win the game.

WHAT TO EXPECT: During this proceeding, the judge will politely ask you to stand up and identify yourself, and if you recognize your signature on the citation. Then you will be carefully informed of the charges against you, and the judge will attempt to steer you into entering a plea. The judge will also make it a point to find out if you intend to hire an attorney (i.e. if you have money), or if you intend to represent yourself. You will notice that the officer, who cited you, is present; and you will be able to sense their attempt to process you like a head of cattle on the way to the cash register slaughterhouse. They will try to make you believe that you have to do exactly what the judge tells you to do, and that you have no other options. **CAREFUL:** As soon as you open your mouth to answer their questions, you are allowing them to have jurisdiction over you if you enter a Plea; you will be giving over your formal implied consent that you are under their Jurisdiction.

WHAT TO DO: You have many options at this stage. If you intend to win in court, it is recommended that you challenge jurisdiction right away, because if you don't, they will deny you another chance. Below are a few strategies that we have learned, some of which you may feel comfortable using, all of which are designed to assert and exercise your legal rights.

STRATEGY 0: HIRE YOUR OWN LICENSED COURT REPORTER - Use this basic regardless of, and in addition to, any other strategy you use. Hire your own licensed court reporter, if at all possible. He/she should not be connected with the court you are going into; there must be no risk of record-tampering by the judge. If this is not possible, be sure to bring plenty of friends with tape recorders. There is no law which prohibits bringing your own court reporter or tape recorder. When your case is called, just announce that there is an undoubtedly need to appeal and that you want the record to start NOW; and you insist on using your own court reporter. If the judge tries to weasel out of it, then re-assure the court that your reporter is licensed by the State, and the judge has already established a court of record. There should be no legitimate objection. Shoot down any lame excuses. Make a stand here. **There is a good chance that the judge will dismiss the case right here**, when he/she realizes that they can't lie if they need to, and then get away with it by altering the court record.

STRATEGY 1: STAND ON THE 6TH AMENDMENT AND EXPOSE THE TRUTH - This is by far the most effective and successful strategy we have seen. And it is simple enough for anyone to master; but there are some details that you will have to KNOW COLD. Here, you are using the fact that they can't reveal their own fraudulent Admiralty jurisdiction. It is their most important secret to protect and keep off the record. Most of them are in fear of losing their licenses and jobs, for they have all been secretly sworn by the Bar never to reveal it in open court. But with this strategy, they have to reveal it, just to proceed with the case against you, because you must have answers to your questions. It is the duty of the court to inform you of the nature and cause of the accusation (6th Amendment), and this is your greatest strength.

When they ask you if you understand the charges against you, you must say: "NO!" You will be standing on your 6th Amendment right to be informed of the 'nature and cause of the accusation'. Then you will be steering the judge thru a very careful series of questions about the nature, cause, and jurisdiction. You are going to force the judge to expose the court's fraud in order to proceed with the case against you. **The judge will have to dismiss the case.** There is simply no other way for them to deal with this strategy, provided you stand your ground. And you are going to be real polite and courteous.

THE SETUP. They have to ask you if you understand the charges. There is no way around it. They cannot legally proceed against you until you acknowledge the charges (explicitly) and their

jurisdiction (implicitly). The 6th Amendment says that you have a right to know, and the authority to require the court to explain, and the court has the duty to explain. So, by your declaring that **YOU DO NOT UNDERSTAND THE CHARGES** you will steer the judge (court) into a legal position where he/she must answer all of your questions. Then you will hang the judge up on the questions, using his/her own rules of procedure. This is where the sheep outsmart the wolves.

THE PLAN The following diagram is a 'picture' showing a summary of this strategy and several 'paths of argument' that it may take. Since every judge is different, and there are some decisions and answers to be made, there are going to be several possible ways for this to go. We suggest you study this plan until it becomes crystal clear, so that you completely understand how it all works. It must make sense to you from all angles, so that you will always be able to out-think the judge. You will be able to see and respond to the fraud in his/her every move, when you are so clear that you don't even have to stop to think about your own moves. The judge will try to evade your plan by not really answering, or by outright lying. So you must steer him/her back into the plan. Follow and study the logic described below according to the diagram:

STEP 1 - FORCING THE JUDGE TO ANSWER QUESTIONS: When the judge asks if you understand the charges against you, you say "NO!". The judge will then probably try to intimidate you by explaining them again in a condescending or stern voice, or by implying that you are lying. Here is where you must politely present your need to have answers so that the judge must decide to answer your questions. **The judge will have to ask you exactly what it is that you do not understand.** No problem. Just reply:

ANNOUNCEMENT 1.

"Your Honor, the 6th Amendment to the united States Constitution grants me the right to know the nature and cause at this action you are bringing against me, and it grants you, the court, the duty to tell me. I do not understand the nature and cause of this action which has been brought against me." The judge will have to allow you to ask him/her your questions. No exceptions. The judge will probably say: **"What is it that you would like to know?"**

ARRAIGNMENT:

start here -- J: DO YOU UNDERSTAND THE CHARGES?

"No!"

J: WHAT DON'T YOU UNDERSTAND?

ANNOUNCEMENT 1: "You're Honor, the 6th Amendment grants me ...etc."

Judge agrees to answer questions

J: OK, WHAT IS IT YOU WOULD LIKE TO KNOW?

QUESTION 1: "Is this a criminal or civil action ...?"

criminal civil

"Objection!

"LET THE RECORD SHOW ... criminal action." Wrong Court ...etc." DISMISSED

MOTION TO DISMISS

QUESTION 2. "The Constitution grants 2 criminal jurisdictions ... etc. Which one is this ?"

judge panics! judge stalls judge tells truth judge lies

DISMISSED PLAN A ALTERNATE

PLAN B "LET THE RECORD SHOW

criminal action under

J: GO SEE ATTORNEY "LET THE RECORD SHOW common law jurisdiction ...'

action comprising condition of contract under criminal aspects of Admiralty..."

ANNOUNCEMENT 2: "**Objection! No evidence, "...oath of office...etc. injured party, or sworn complaint..."**

QUESTION 4: "You must know..."

J. I TOLD YOU TO Will you instruct the

GO SEE ATTORNEY prosecuting attorney to place the "MOTION TO DISMISS"

Interrogational contract in evidence ...?"

DISMISSED

"LET THE RECORD SHOW ...failure to perform duty, DISMISSED secret jurisdiction...etc."

DISMISSED more stalling "LET THE RECORD SHOW court has declared the criminal action

J: ALRIGHT, IT'S STATUTORY to be a condition of international contract

JURISDICTION. Under Admiralty jurisdiction..." DISMISSED

"LET THE RECORD SHOW

...criminal action under ANNOUCEMENT 3 "...Law Merchant,

statutory jurisdiction... etc." deny valid contract, no interest, etc. ..."

DISMISSED DISMISSED

QUESTION 3: "Will you show QUESTION 5: "...since America only owes

me the Statutory Rules of debt by an invalid contract, how am I

Criminal Procedure...etc.?" compelled to perform to it under the

Admiralty jurisdiction of this court ...!"

DISMISSED

Prosecutor moves to dismiss. DISMISSED

OK.

STEP 2 - STEERING WITH THE QUESTIONS: Now that the judge has agreed to answer your questions, **he/she must answer all of them**, until you are satisfied that you are fully informed of the 'nature and cause'. If he/she tries to back out of this decision, then you must point out that the agreement has already been made and you intend to keep it. Start out with a simple and indirect question about the nature and type of the case. You will lead the judge into a corner.

QUESTION 1 - "**Is this going to be a CIVIL action or a CRIMINAL action?**" If the judge answers that it is a CIVIL action (not likely), then you must immediately object, and then move for dismissal. The reason here is that you are now **IN THE WRONG COURT**; the State cannot bring a case against you and Judge its own case, it cannot be both party to, and judge of, their own action. On the other hand, if the Judge answers that it is a CRIMINAL action (most likely), then you can make the following announcement on the record.

"Thank you Your Honor, LET THE RECORD OF THIS COURT THEN SHOW that this action against _____ (you) is a CRIMINAL ACTION. Now I have another question: ..."

QUESTION 2 - "Your Honor, the Constitution grants this court 2 different criminal jurisdictions: One is a criminal jurisdiction under a Common Law, and the other is a criminal action that constitutes a condition of contract under the criminal aspects of a colorable Admiralty jurisdiction. Under which of these 2 jurisdictions does court intend to try this criminal action?"

Not wanting to answer this, the judge might just dismiss the case now, but most will still try to go ahead with it. The only choices now are to admit to which jurisdiction applies, or to avoid answering. Get an answer. If the Common Law criminal jurisdiction were to be declared, then you win by default of no sworn complaint by an injured party, and no injured party present. There is no evidence at all of your interfering with anyone's Life Liberty, or Property. The case must be dropped. If instead, the Admiralty criminal jurisdiction were to be declared (foolishly), then you must be prepared to follow ALTERNATE PLAN B (below). **Therefore, most likely, here is where the judge will probably start squirming and just try to avoid answering, by advising**

you to get a licensed attorney for such 'legal advice'. So here is where you would make a stand by saying :

ANNOUNCEMENT 2.

"Thank you your Honor, but I don't think that you'd be violating your Oath of Office if you did your duty under the Constitution. You see I am not seeking legal advice; what I want to know is your legal intent; and I have the right to represent myself 'in my own person' without a licensed attorney. And in order to intelligently defend myself, I have to know the jurisdiction that this court is operating under; because the Rules of Criminal Procedure under a Common Law jurisdiction are very different from the Rules under an Admiralty jurisdiction. I need to know which jurisdiction you intend to try me under, in order for me to proceed with this case. Now the 6th Amendment grants me the right to know the jurisdiction being applied, and it grants you the duty to inform me; and I don't think you'd be violating your Oath of Office for doing so. So please answer the question."

The judge might dismiss the case here, but will probably continue stalling. He/she is most likely to reprimand or threaten you for not getting a licensed attorney. **The judge will imply that only licensed attorneys have this information, that you have to go see a licensed attorney in order to get the question answered.** When this happens, say:

"Thank you Your Honor, LET THE RECORD OF THIS COURT THEN SHOW that I _____ the accused in this criminal action against me, have asked this court to divulge the nature and cause of the accusation, upon the authority of the 6th Amendment, and that this court HAS FAILED in its duty to inform me of the nature and cause of the action. Furthermore, LET THE RECORD ALSO SHOW that this court intends to bring this criminal action against me UNDER A SECRET JURISDICTION, THAT IS KNOWN ONLY TO LICENSED ATTORNEYS."

OOPS! Here is where a lot of judges will dismiss the case for whatever phony excuse. But there are still some diehards asking for more embarrassment. If the judge is still onto the case here, he/she will have to come up with an answer for Question 2. He/she will probably make something huffy up like: **"This will be a statutory jurisdiction and I hope you're satisfied!"** So now, you reply :

"Thank you Your Honor, LET THE RECORD OF THIS COURT THEN SHOW that it intends to conduct a criminal action against me, _____, under STATUTORY JURISDICTION. But the problem is that I have never heard of such a thing as a criminal action under statutory jurisdiction. I would be happy to accept this, Your Honor, if you could please tell me where I can find the published Rules of Criminal Procedure under Statutory Jurisdiction."

Most judges are likely to give up and dismiss the case here, but some might still be hanging on. If your case isn't dismissed yet, then you might ask:

QUESTION 3- "Do you have a copy of the Rules of Criminal Procedure under Statutory Jurisdiction in your office that I could borrow? Where does this nature, cause, and jurisdiction information exist? Do you know of a law library anywhere that has a copy of these rules? Since I am defending myself pro per, isn't it your duty to specify which Rules of

Criminal Procedure will be used, so that I may conduct a fair defense in a fair trial? You must tell me where I can access a copy of the Rules."

This is where you will win, the judge must either lie or dismiss. The Truth is that they have just committed to a statutory jurisdiction, and there is no such thing, not to mention no official published rules to use. In some cases the judge will make faces at the prosecutor, and the prosecutor will motion to dismiss, for some other phony reason. Either way, you win.

SEE DIAGRAM

ALTERNATE PLAN B: This is where the judge has actually answered truthfully back at Question 2, and however unlikely this may be, you must be prepared to go the distance. The judge has now admitted that the criminal action will be brought as a condition of contract under the criminal aspects of Admiralty jurisdiction. Here is where you will be digging into the very origins of the fraudulent Admiralty jurisdiction, ie. the fraudulent international money contract that Roosevelt signed back in 1933. So picking it up at the 3rd outcome to Question 2, you would then say :

"Thank you Your Honor, LET THE RECORD OF THIS COURT THEN SHOW that this court intends to proceed with a criminal action against me, _____, as a condition of contract under the criminal aspects of a colorable Admiralty jurisdiction. "

Still not dismissed yet?

QUESTION 4

"Your Honor, you must realize that no courts in America have Admiralty jurisdiction without also having valid international contract in dispute. And I'm not aware of having entered any international contract. So I deny that any such contract exists. Now will you instruct the prosecuting attorney to inform this court that there is a valid international contract in dispute, if there is one; and to place this alleged international contract in evidence, if it exists; and explain how I can be a party to it, if I am; and how I am compelled to perform under it, if I am?"

.. This is an opportunity for the judge to bail out, and let the prosecutor go down in flames. Technically it is the prosecutor who must prove jurisdiction once it is challenged, so now he/she is in the hot seat. At this point the judge will probably dismiss, or the prosecutor will move to dismiss, or **you may get a smart (but foolish) full historical explanation of Admiralty jurisdiction from the prosecutor.** He/she might unwittingly spill the beans and get fired later, because this is the big secret that they don't want the People to know. They can't afford to let us know that our country has been bankrupt since 1938, that the bankers own everything, and that we are all held compelled to perform under Admiralty, in default of paying off the phony debt that Roosevelt racked up. No problem, they are going down for the full count. If this happens, you can reply:

"Fine. LET THE RECORD OF THIS COURT THEN SHOW that this court has declared that a criminal action against me,

_____, is a condition of international contract, under the criminal aspects of an Admiralty jurisdiction."

Still not dismissed yet? ...

ANNOUNCEMENT 3

Now Your Honor, according to the Law Merchant Codes, the very law that this contract was made under, there are certain things that constitute a valid vs an invalid contract. You must realize, that no court has the authority to enforce an invalid contract; and I deny the validity of the contract that Roosevelt entered into with the international bankers. He borrowed bank credit on the promise to redeem in gold coin. Creating credit out of thin air, the bankers had no risk and no interest, because they didn't loan anything of value, and thus had no interest in the loan being paid: it was a 'no interest 'contract, and thus void by the international law of Nations. Therefore America owes no legal debt.'

QUESTION 5; "... And now since America only owes the debt by an invalid contract, how am I as an American Citizen, legally compelled to perform to an invalid contract under the Admiralty jurisdiction of this court?"

Get the answer and/or get dismissed.

STAYING WITH THE PLAN: You must contain the discussion within the plan. When you get to a 'corner' question that the judge answers improperly (i. e. away from the plan or issue), you must repeat or emphasize the issue that gets the argument back into the plan. This is where you defeat any of the judge's lame excuses, and keep him/her in a corner. This is where you adapt your questions to stay in control. This is why you must know this strategy inside/out to a point where you really KNOW how it works.

ACCEPTING THE WIN: When the case is dismissed, by whatever means it is achieved, you have won. It doesn't matter that they lied about it, or made up phony excuses for dropping the case, it doesn't matter that you have been insulted or that Justice wasn't truly served. It is a win, and it doesn't get any better than this with the current system. Smile and leave quietly.

STOP HERE: If you understand what you have read up to this point in the guide, then you know that the rest (below) might not apply to your case. We are offering the remainder for the sake of completion, and to document or share our own personal experience. You should be able to win your case with the mastery of what is given above. If you are strongly interested in the remainder of this guide, then we presume your case has already proceeded past arraignment, and you are flailing for solutions; or you are a hard-core patriot masochistically immersed in the court system for the education and experience.

STRATEGY 2: JUDICIAL CONFERENCE - This is a way (albeit less successful) to soften up the judge before the hearing, so that you will appear more personable and less confrontational in court, and so that the judge gets a small idea of what he/she is up against, before being put on the spot (i. e. on the court record). This also gives him/her another way out of bringing formal charges against you. Here, you deliberately schedule some friendly quality time in conference with the judge, at your request, to discuss some 'questions about the upcoming hearing'. You are going to politely inform the judge that he/she is at grave risk in allowing the case against you to continue. You could be bluffing, but the judge needn't know that. This way, the judge has ample opportunity to find a way to dismiss your case without losing face, and his/her illusion of authority.

Make an appointment to see the judge privately; oftentimes they are happy to receive any visitors beyond 'business as usual'. Ask the judge to read the last sentence of U.C.C. 1-103.6 which says that the code cannot be read to preclude a Common Law section. Mention, with thoughtfulness, that the judge may even be open to a liable suit for violating your rights under Common Law, by using the wrong statutes against you.

At this point the judge will know that you have a remedy of recourse, and all you need to do is make a Reservation of Rights, as described below, once you get into court. So now you say something like: **"Your Honor I will be exercising that remedy and you will have to construe the U.C.C. in harmony with Common Law, and you will have to come forth with a damaged party ... or you will be personally liable for damages."**

This could admittedly be a bluff on your part; you may not even consider suing the judge. But this is only a small glimpse of the embarrassment the judge could face, and he/she may easily get the message to dismiss your case at once.

STRATEGY 3: WIN BY DEFAULT - In any appearance, if your accuser (the officer) does not show up, you automatically win. The judge will have to dismiss the case, because there is no witness against you. All you have to do is point out the officer's absence, you go home free, and the officer gets yelled at (not your problem). But since the courts makes millions of dollars on traffic cases, you cannot always depend on using this strategy. The officer usually shows up.

STRATEGY 4: CHALLENGE JURISDICTION (2nd best plan) - This is a good strategy to use, right up front, as you open your mouth for the very 1st time in court, before you even mention anything else. Here, you are going to challenge the court's authority to even hear the case, according to the body of law which the court is legally allowed to govern. This technique will allow you to take, if necessary, the case into a district court where you will be allowed to argue Constitutional issues. But ideally, the court will want to dismiss the case before it gets that far. As always, there is a risk of being charged with 'contempt of court', because the judges have all taken a secret oath never to reveal the true jurisdiction of the court, i. e Admiralty jurisdiction. But then you can always come back with **"What Court? I'm sorry, but I recognize no authority here but my own."** But it is better to be very polite about it . So here is the time and place to use the next best general strategy. Here's the drill.

When you appear to supposedly enter a Plea, you instead walk right up, place your American flag on its stand, and present the judge with 2 written Notices (see Appendix). One notice is a Notice of Special Visitation and of Foreign Law, which establishes you as a foreign entity to their fraudulent system of Law, and your God-given right to argue Constitutional issues, the 2nd Notice is a Judicial Notice of Military Flag and Challenge of Jurisdiction, which is a direct challenge to the fringed flag (military symbol of authority), and the military jurisdiction that they are trying to pull over on you. The prosecutor has the burden of proving jurisdiction, and he/she will have to lie, cheat, and or violate something to do it. Nail them.

You will have to modify the example forms (names, dates, numbers), and do a little research, such as finding your State's equivalent of C.R.C.P. 44 1 (e.g. Colorado Rules of Criminal Procedure) and C.R.S. Title 24 (e.g. Colorado Revised Statutes). You must present these notices and enter them into the court record before you say anything about your particular case. Make your stand on these two Notices, by insisting that neither your case, nor the Law, nor the accusations may be heard until these two overriding issues are resolved. Sit on them.

You will not speak of anything nor participate in your case until the Prosecutor has legally and completely proven that the court even has jurisdiction over you. Of course you already know that this is impossible, and they will just try to intimidate and disempower you for challenging their false authority; and they will try to haul you off to a private room (off the Record), so that know one else will hear the Truth of their fraud. So you can tell them you are prepared to go to Trial on these 2 issues alone, that you insist on putting them into the court Record, and that you will present as much evidence as it takes to expose them. Make them sweat and embarrass them into dismissing your case.

Make a photocopy of the 2 example Notices mentioned above, and doctor them up with your name, case number, and other such details. Be sure that there is nothing falsely stated on these Notices when you present them. You should only have to appear once; but if you are not dismissed right away, repeat this Strategy every time you appear in court. If all goes well, you will not have to 'dig in' any further, nor do anymore with your dismissed case.

Prepare and modify your 2 Notices similarly to those shown in the Appendix. The 1st Notice establishes your legal basis for arguing any Constitutional issue in the next higher (district) court; the 2nd Notice specifically challenges the fraudulent nature of the court's jurisdiction. All further strategies will depend on this one, so make it good. Set your flag up where everyone can see it, in the judge's face if you have to. Gung Ho!

Here are some backup notes, for your 'artillery shells'

HAGANS vs LAVINE (415 US 533 N-3,note 5): "Once JURISDICTION is challenged it must be proven by the Plaintiff."

OWENS vs CITY OF INDEPENDENCE (100 SCT. 1398, 1980): "The mere good faith assertions of power and authority (jurisdiction) have been abolished."

You can also use the missing plaintiff argument to further expose the court's error. If the Prosecutor attempts to bluff his/her way through by shooting down your written evidence with lame verbal excuses, remind the judge that the Prosecutor still has not proven anything. Motion, ask, and/or demand the judge to order the Prosecutor to prove jurisdiction with hard evidence, or drop the charges against you. Get the case dismissed (i.e. Motion for Dismissal) because jurisdiction has not been proven.

STRATEGY 5: REFUSE TO RECOGNIZE THE PLAINTIFF - This is perhaps a fallback strategy, if Strategy #1 above is not working. Here, you simply stand on your 6th Amendment right to know the nature and cause of the accusation against you. So when they ask you if you understand the charges, you say : **"No, in fact, I'm not even sure that the Plaintiff is present."** Or, if the judge asks you if you are 'ready to proceed', at any court appearance, repeat those words again.

The point is, these cash register courts and DAs all fraudulently impose their laws and accusations upon us, under the 'color of law' (bogus). They presume to represent the People of your State, they hide behind that title, and then expect you to feel intimidated and guilty for offending the People. In reality, they represent the corporate State (banks) under the false extension of the corporate United States (foreign banks), it is you who really represent the People, because the charges arise from laws which require the People's compliance without their consent.

After all, weren't you simply minding your own business to begin with, without injuring any party. The system is deliberately dysfunctional, and the People are paying for it.

So in this strategy, you must also stand on your 11th Amendment right to be protected from their foreign jurisdiction, because they are certainly not representing We the People, and it is you that is a member of the Sovereign Body of the State, as a de jure member of We the People. Study the Constitution and the Black's Law Dictionary definitions of 'plaintiff', 'inured party', 'foreign state', 'State', 'foreign interest', 'nature and cause', etc. Then you will really understand how their whole illusion and ball game rests on giving your consent to their fraudulent representation of the case against you. Bring photocopies of everything to court, and demand that the prosecutor produce a legal and legitimate Plaintiff or else the case must be dismissed.

STRATEGY 6: CHALLENGE THE TICKET - Use this if you know that there is some technical error in the way the ticket is filled out. Ask to compare the original with your copy. For instance, something could be spelled wrong, a number could just one digit different, the date or time of the stop could be wrong, you may have written something onto it that renders it null and void, the original may have been altered after you signed it. The officer may have filled in false or misleading information. such as entering "phone number: **refused**" instead of "**none**". Your correct address could be misrepresented. The officer may have written something on the back of the original, evidence which has been withheld from you. Be a good detective. Any such mistake renders the ticket null and void for cause.

STRATEGY 7: PLEAD IGNORANCE - This is the one of the easiest overall methods we've learned to date, because of its simplicity, effectiveness, and minimal confrontation . Here, when you are asked to enter a plea, you say "**Your Honor, I thank the court for extending an opportunity to get an attorney, but I will defend myself 'pro per'; and I apologize for my confusion, but I just don't know what my rights are; so I ask (demand) that my birth certificate be placed in evidence, so that I may proceed according to my rights.**"

This puts the judge on notice, and saves his/her face on the record. Of course, you realize that you must be willing to follow up on whatever the judge rules. By law, the judge must allow your birthrights and birthdate to be admitted into court, now that you have requested (demanded) it, because so far there is no written proof of the court's jurisdiction over you. The judge may try to intimidate you by warning you that a jury is required to establish birthright evidence. Of course, this is just what you want, and the judge will have to bluff in some other way, to avoid doing this. The judge now has an opportunity to dismiss the case in order to prevent you from exposing the Truth and the court's fraud in front of a jury.

If a trial date is set, then you have plenty of time to file a series of Notice and Demand letters, or other legal instruments, requiring jurisdictional compliance; and then recuse the judge for not complying (Details in the following section(s)). At the very least, you may postpone the trial date to greater than 6 months from the date of citation. This entitles you to dismiss the case on the basis of violating the 'speedy trial' clause in the 6th Amendment.

STRATEGY 8: CHALLENGE THE JUDGE'S STATUS (low probability of success, but possible) - This is a strategy to use when the judge asks you about getting a licensed attorney, but before you decide to represent yourself 'pro per'. The fact is that there really are no such licenses: the judge is merely trying to intimidate you into losing the game and/or paying more into the

'system' by paying the attorney's fees. All attorneys and judges, including the court appointed defender, are members of a Bar Associations, which are nothing more than elitist clubs ordained by the foreign banks under foreign titles of nobility. Strictly speaking, unless they have renounced their Bar membership and title of nobility, they are all foreign agents committing treason against the Citizens of the United States. So, you can use this in your favor as follows.

"Thank you for upholding my right to hire a licensed attorney, Your Honor; but I have failed in my extensive search to find an attorney with a license; so that in order for me to comply with the court's advisement, may I please see your license, so that I will know what an attorney's license looks like."

The Judge will surely be sweating bullets now, and may even dismiss the case outright. Or you may get some excuse that the judge is not obliged to show you anything. If this happens, just politely hang in there and carefully shoot down the judge's lame excuses with more questions, like;

"Oh really, has the court made a judicial determination that the judge may preside over my case without being a licensed attorney?" OR "Oh really, has the court made a judicial determination to deny my 6th Amendment right to a licensed defense attorney?" OR "Will the court kindly place in evidence, ANY valid attorney's license so that I may know how to identify a licensed attorney?" OR "Has the court made a judicial determination that I must find a licensed attorney according to the court's rules without the court's first defining what an attorney's license is?"

OK. You get the idea? Good. Be nice, but don't let the judge off the hook easily. The only risk you take here is the 'contempt of court' ruling from the judge. Be prepared to deal with this factor, just in case.

STRATEGY 9: CHALLENGE UNDER COMMON LAW (marginally successful) - You would also use this at the very beginning, when you first open your mouth, before you even give your name. This strategy indirectly implies that the court's jurisdiction is out of order. **And you have to combine this with another strategy which forces the court to identify or prove jurisdiction.** You essentially assume Common Law jurisdiction with your questions, up front, and then carefully watch how this assumption fails. Your purpose is to dismiss the case by exposing WHY the court is failing to comply with Common Law jurisdiction.

You would start by asking. **"Where is the injured party?"** Ask the judge if he/she is the injured party. Ask the officer. Ask the prosecutor. Ask anyone in the courtroom to come forth as an injured party. Embarrass them into a default. Verify with the judge that you in fact stand accused of being a criminal. Then announce **"Well then, Your Honor, by the rule of 'corpus delicti', I move that the case be dismissed for lack of injured party."** Some prosecutors might argue that the State, or People of the State of _____ is the injured party. This is where you must argue that the corporate State of _____ cannot lawfully participate as an injured party in this case; then demand the evidence supporting the prosecutor's claim. Then you can point out that you yourself represent the People in this case, because it is the People that are held liable for the statutes in question, and you can inform the judge that since the prosecutor is falsely claiming to represent the People, then his/her claim against you is void for fraud. Then ask the case to be dismissed for the cause of fraud.

STRATEGY 10: ENTER NO PLEA - Here you are setting yet another trap for the court (judge) to fall into, and you will have several options with which to win. You can use these options at the time when the judge is demanding that you enter a plea.

10A - You can always start with "**But your Honor, under the rules of this court, am I required to enter a plea before discovery of all the facts?**" (The Law states that a plea cannot be required before the rule of discovery is allowed) When you get a NO, then Motion for Dismissal based on the rule of corpus delicti. If the judge denies your motion, then ask for continuance based on the request for Discovery.

10B - The court will always try to enter a plea for you, if you refuse to pick one of their options (How nice they are!). And you gamble (or prefer) that the judge will default you to NOT GUILTY, and try to set a trial date. Good Here's where you immediately ask: "**But your Honor, isn't that practicing law from the bench? Isn't entering a plea my job or my attorney's job?**" You have distracted the judge with this question. Now whatever the answer was (and if the judge has not yet changed your plea of NOT GUILTY), then quickly ask " **... So are you making a judicial determination?**" If **NO**, then the judge is now caught in a contradiction of error, which you can detect, follow up on, and ask for resolution (But a NO is unlikely, because they don't like to admit having made an error).

If the judge then says **YES** to the above question, then say your thanks and leave. You have won. You will then turn around, the next day, and file a Notice of Default, holding the court to its judicial determination that you are NOT GUILTY. The court, in this case, has made a technical mistake, because if the court enters your plea of NOT GUILTY, then it has ruled that you really are not guilty, regardless of its decision to continue the case against you. You win.

10C - If the judge enters a plea for you of NO CONTEST (which is more likely), then you could protest that the ruling is unfair because you do not understand the nature of the charges, nor have you decided whether to contest the charges. You must also protest that the ruling is not acceptable, because the court will treat you with your NO CONTEST, as if you are GUILTY. Point out that you demand the court to comply with the law which guarantees that you are INNOCENT until proven GUILTY. All this because you want the judge to enter your 'no plea' as a plea of NOT GUILTY. Stick to it. If necessary, point out that the court is deliberately constraining you to unfair plea choices, and that they have no right to constrain you. Not to worry. You can always change your plea before the trial, so even with the NO CONTEST, you will then turn around, the next day, and file a Notice of Special Appearance, to change your plea and outmaneuver the court (see details below).

10D - Another elegant option is to simply not enter any plea, and silently let the judge enter any plea that he/she wants, but without giving your permission to do so. They are not really doing you any favors, in fact this is just satisfying a phony court requirement to con you out of your rights. You can then silently go home, turn around the next day, and file a Notice and Demand, and a Motion to Dismiss the case, because of judicial misconduct. Because you have not given the judge your power of attorney to enter a plea on your behalf, he/she is illegally practicing law from the bench, and defrauding you out of your power of attorney. And if the judge then ignores or overrules your Motion, you now have legal grounds for Recusing (dismissing) the judge before Trial.

STRATEGY 11: PLEAD CONFUSION (NO PLEA) - You can also use this strategy whenever the judge is asking you to enter a plea, AND whenever the judge asks you if you

understand the charges. Here, you are setting another trap by exercising your 6th Amendment rights to be informed of the nature of the charges. If you don't understand the charges, then the court cannot legally continue the case against you. So if the judge asks you if you understand the charges, you say: "**NO.**" You can then get right in asking more questions relating to the contradictions that you already see with the case as it is being presented to you.

If you appear too confused to enter a plea, or if the judge believes you don't understand the charges, you can easily get the standard speech about getting a licensed attorney; the judge may even give you more time to consider getting one. You can even change your mind about how to defend yourself. In addition to one of the above strategies, you might even corner the judge with his/her own speech. If the judge becomes impatient or irritable enough with your non-compliance with his/her directions, he/she may actually threaten or command you to get an attorney. This is the perfect time to ask: "**Has the court made a judicial determination that I do not have the right to represent myself?**" You see, this puts their fraud right on the record, and the judge will have to either dismiss the case, or retract the threat or command. If there are any such contradictions left unanswered by the judge, be sure to ask why.

So then if the judge insists on entering your Plea, i.e. making a decision for you, you can then turn around the next day file a Notice and Demand, and a Motion for Dismissal because of judicial misconduct, because the judge has acted upon your defense without properly written and signed 'power of attorney' (i.e. your permission). There are so many ways they are cheating, it's hard to believe they can still get away with it.

STRATEGY 12: ?

SPECIAL APPEARANCE

This is a court appearance that is not required by the court itself; you must file the request yourself, because you have a specific reason for doing so, such as a change of plea, or change of status. Special Appearance (or Special Visitation) may occur any time up until the Trial.

This is especially good for delaying your whole case with an additional hearing, to address issues which must be resolved. If the judge has refused to file and process your Notice of Special Visitation and of Foreign Law, and your Judicial Notice of Military Flag and Challenge of Jurisdiction, then now is a good time to file these notices, with certified mail, thereby forcing the court to respond and schedule a special hearing date.

If you wish to make a formal Reservation of Rights, using the Special Appearance hearing, then you can follow the example given in the Appendix.

Whatever Notice and Demand paperwork you serve upon the court, must also be served upon the prosecutor. Make sure that they receive their copies well ahead of anything else scheduled for your case, so that the court has time to re-schedule if necessary.

SECOND COURT APPEARANCE: PLEA BARGAINING

With any skill and luck at all, you will no longer have to appear, by virtue of having won at the arraignment by dismissal. So this section applies to cases which have slipped thru the cracks, or have already got past you.

PURPOSE: This usually follows the initial arraignment right away. Because you have pleaded NOT GUILTY, the court is graciously providing you yet another opportunity to change your mind, plead GUILTY, and pay up. They will try to bargain some of the penalties in exchange for your guilt and obedience. Beyond getting you to submit to fear, fraud, and control, there is no other purpose. So your purpose, by this time, is to minimize your liabilities (fines), and/or to create more opportunities for the judge to dismiss your case.

WHAT TO EXPECT: They will probably even offer to reduce the charges against you, thereby reducing your fines, if you will only bend over and submit to the system. They may even graduate you to facing the District Attorney, in place of the Deputy District Attorney, in a flagrant attempt to intimidate you. This is not such a bad deal, other than losing the game. Because the court has given you a chance to lower your fines, they are acknowledging that you are not going to be completely taken advantage of by their fraudulent system. They are aware that you know something about your rights, and they are prepared to collect less money from you than they had originally tried to get away with. But rest assured, they know exactly how much money they will get from you, even with reduced charges; and it will be more than the court has invested in convicting you.

If you hold to your plea of NOT GUILTY, they will try to assign you a trial date as quickly as possible, without giving you a chance to contest any of the procedure, rules, or options.

WHAT TO DO: Generally, you want to take every advantage of your knowledge and preparation, to expose the judge's and/or the prosecutor's fraud. Using some of the strategies listed in the previous sections, you must focus on cornering the judge with your legitimate questions, to get the case dismissed. You will have fewer options now, because you have already allowed jurisdiction over you from the previous arraignment hearing. Keep in mind that you can possibly let the case go to trial, but it will be much harder to win there, because of the ways that the trial and jury are rigged. So it is better to win the game before trial.

STRATEGY 1: REPEAT A STRATEGY FROM THE PREVIOUS SECTION (such as refusing to acknowledge the plaintiff, or challenging jurisdiction, etc.).

STRATEGY 2: DEMAND A MOTIONS HEARING -- This is one of the best ways to buy more time, so that you can maximize your opportunities to win your case, before trial. Before the judge gets around to setting a trial date, demand to instead have a Motions Hearing. The judge will probably look surprised that you even know about this and may attempt to discourage you. Just explain that you wish to exercise your 'pro per' right to present several Motions relating to critical issues relevant to, and directly affecting, your case. You must resolve some pivotal and key legal issues in your case in order to continue. You will need to type up your motions and send them to the court and prosecutor ahead of time, as described in the next section.

STRATEGY 3: MOTION FOR DISCOVERY - This is to force the court to place in evidence, every last bit of information, including unrevealed government contracts (such as the driver's license) that the prosecutor is using against you. (no data yet).

STRATEGY 4: GENERAL - Review the available strategies from your first appearance (arraignment). Pick out 1 or more that still apply to your situation. Use any technique you can find to embarrass the judge into dismissing the case, Motion for Dismissal at every available opportunity.

STRATEGY 5: MOTION TO WITHDRAW YOUR PLEA -- This is a slick trick to temporarily remove your implied consent to the court's jurisdiction. By vacating your plea of Not Guilty, technically the venue and Jurisdiction is removed. So here is where you can again use the Notice of Special Visitation and of Foreign Law, and the Judicial Notice of Military Flag and Challenge of Jurisdiction (see Appendix). Make sure the court agrees to vacate your previous Plea, before you say anything more. Before you are required to enter a new Plea, present these 2 notices and demand the resolution of jurisdiction.

Now the court will now be up against the wall, because it must stop everything and make a legal determination as to whether the court even has jurisdiction. Because it no longer has your plea, it no longer has your consent to their implied and assumed jurisdiction.

Immediately Motion for Dismissal for lack of jurisdiction, as soon as they try to dance around it. If the judge doesn't dismiss the case now, then Object, or Recuse (dismiss) the Judge for obvious bias against you, and place him/her on notice of your intent to Appeal his/her judicial error. This is their mistake for sure.

STRATEGY 6: BARGAIN YOUR PLEA - This is a strategy to use only if you have changed your mind about standing up for your rights and/or you find that being in court is just too stressful to deal with. The best news is that, although you must change your plea to GUILTY, at least you have reduced and minimized your fines, and you have terminated the game so that you will no longer be in court. You have settled for a partial win.

STRATEGY 7: RESERVE YOUR RIGHTS -- This is what you should do when it looks like they're just going to roll right over you and continue with the case against you, regardless of your motions to dismiss based on the other strategies you have tried. Now make sure the court recorder is ON, you can make a speech similar to:

"Your Honor, I'm sorry to take up so much of your valuable time but I still do not understand the NATURE (not Letter) of the Law being charged against me. You have either refused or denied that this court is of Common Law, Equity, or Admiralty, so by now you must have made a judicial determination that this court is operating under Article I, Section 8, Clause 17 of the Constitutions. Therefore, you must be sitting Ministerially and NOT Judicially, and that it is actually the Corporate State of _____ which is bringing this case against me. And since the State of _____ discharges its debts with negotiable instruments instead of gold and silver, then this court must therefore be operating under the negotiable laws codified into the Uniform Commercial Code. Further, this means that there must exist a contract, and my obligation to that contract must comprise the statute(s) brought against me. ARE THESE DETERMINATIONS CORRECT?" (If, NO then ask which are correct, and which aren't).

If YES, then thank the judge for clarifying your understanding, and then make a formal Notice of Reservation of Rights **"Under U.C.C. 1-207, I reserve the following rights: ... "** (Then just list all of the rights you want to reserve) Then demand the court to place in evidence, all such contracts mentioned above.

The judge may fake ignorance, and ask you what you mean by using the U C C reservation, this is an attempt to deny your rights. Simply reply:

"Your Honor, my exercise of reserving my rights under U.C.C. 1-207 shows on the record, that I have exercised the U.C.C. remedy for reserving my Common Law rights, including personal Liberty under the 13th Amendment, not to be compelled to perform under any contract or commercial agreement that I have not entered into Knowingly, Voluntarily, Intentionally, and with Informed Consent; and that notice is served upon all corporate government agents, that I have not, and will not accept the liability associated with the 'compelled benefit' of any unrevealed contract or commercial agreement."

STRATEGY 8: ?

MOTIONS HEARING

If you're still into it this far...

PURPOSE: The court has no vested interest in your Motions Hearing, because there is nothing for the court to gain. In the event your case hasn't been dismissed yet, you are exercising this additional appearance in order to contest the very nature of the case itself, and/or the statutes in question, jurisdiction, procedure, and/or to contest the court's interpretation of the laws that have targeted you as a criminal. This is where you are going to have the ball in your court, because once the judge has agreed to hear your motions, he/she must admit all of them into the court record, and then must make a judicial determination on each one. Your purpose is to maneuver the court into a more favorable position to dismiss or to hear the case in trial. And this is your last good chance to challenge jurisdiction and/or procedure, and get the case dismissed.

WHAT TO EXPECT: Both the judge and prosecutor stand to be sweating bullets and/or losing sleep over what you have in store. They simply don't expect and don't want People to know how to do this. The judge will probably try to railroad you into presenting all of your motions up front, and then rule on all of them at once. Don't let this happen. Explain to the judge that each motion stands on its own and must be treated and ruled separately from the rest. Do not proceed any further until the judge agrees. The prosecutor will obviously try to shoot down all of your motions that he/she feels will threaten the case against you. Not to worry; since the case against you is held together with fraudulent band-aids to begin with, it is relatively easy to shoot more holes in it. Make very sure that you are in a COURT OF RECORD before you say anything about your motions.

WHAT TO DO: Type up your motions ahead of time (well before the scheduled hearing), and make sure the court, and the prosecutor, each get a copy. Everybody involved must get a copy of any paperwork you generate. Each motion should be separately typed and numbered, and should completely describe the issue that you are dredging up to the surface. Study your motions and strategies the night before you appear, so that you will be able to think clearly. Sample Motions are included with the Appendix.

PREPARING MOTIONS - Make a list of all of the things that are wrong with your case. You are simply going to present your requests to resolve these issues, and state why the court should honor each request. Such things to consider are: proving jurisdiction, placing applicable contracts in evidence, placing your birthrights in evidence, questioning the unlawful actions of the officer, violations committed by the officer, introducing statute law that defends your position, legal definitions of terms used in the accusation, etc. Look at the example Motions in the Appendix. You will need to think about how to present your requests, and in which order. You will also need to use a letterhead containing your court's proper title and address. Also, each Motion needs to be

followed by its own judicial ORDER form, with just the letterhead, and space for the judge to write and sign. Be sure to include your case number. Get out your PC or Freedom Machine and crank out the Motions. Here are a few ideas:

STRATEGY 0: DEFAULT - Again, if the officer doesn't show up, or if it has already been 6 months since your citation was issued, you win by default.

STRATEGY 1: CHALLENGE JURISDICTION - (using previous strategies)

STRATEGY 2: RESERVE YOUR RIGHTS (same as before)

STRATEGY 3: CHALLENGE THE TICKET - Use this (if you haven't already done so in your previous appearance) Motion to Dismiss as a first priority, to take formal advantage of any possible error written onto the ticket (See Vehicle Survival Kit), but only if you know that there is some technical error in the way the ticket is filled out. Ask to compare the original with your copy. For instance, something could be spelled wrong, a number could just one digit different, the date or time of the stop could be wrong, you may have written something onto it that renders it null and void, the original may have been altered after you signed it. The officer may have filled in false or misleading information, such as entering "phone number: refused" instead of "none". Your correct address could be misrepresented. The officer may have written something on the back of the original, evidence which has been withheld from you. Be a good detective. Any such mistake renders the ticket null and void for cause. Consequently, this motion should be a Motion to Dismiss based on error or Mistrial.

STRATEGY 4 CHALLENGE THE OFFICER'S ACTIONS - This Motion to Dismiss is perhaps the biggest can of worms to expose, because they all want you to believe that the officer is always in the right. You can formally type up logical arguments (separate

motions), showing that the officer has broken some law, violated your rights, and/or violated his/her own Oath to Office by not upholding the Constitution. The list of offenses against you are potentially extensive, such as, use of excessive force, unlawful procurement of evidence against you, failure to state or prove probable cause for the stop, violation of 5th Amendment rights to remain silent, illegal search and seizure (without a 4th Amendment warrant), failure to show identification as an officer, failure to show commission, intent to harass and/or intimidate a free Citizen, failure to protect and serve, failure to produce an injured party with a sworn complaint, treating the suspect as criminal before due process (e.g. lying in wait), depriving you of Liberty and/or Property without due process of law (violating your 5th Amendment rights), failure to show probable cause by not showing evidence (contracts or status) that you are liable for the statutes you are charged of violating, etc. All of these challenges are Motions to Dismiss because of Mistrial or illegal Procedure against you.

STRATEGY 5 CHALLENGE THE PROSECUTION - Use this Motion to Dismiss to inform them that you are aware of their fraud, and that you are poised ready to expose their game. Declare that you recognize no legal plaintiff in your case, and demand that the prosecutor produce a legitimate plaintiff or drop the charges. They all pretend that the District Attorney (DA) or the Deputy (DDA) and the officer represent the People of the State of _____ as the plaintiff (accuser), filing charges against you, the accused. The main problem with this picture is that there is (most likely) no injured party, no motive, no criminal intent, and yet you stand accused of committing a crime! In fact, you were probably just minding your own business, with the officer lying in wait for you, poised ready to violate your rights, instead of serving and protecting you.

In reality, you are the one who actually represents the People, defending yourself against fraudulent agents of the government who actually represent the banks and the corporations hidden behind them. So your purpose is to logically present these contradictions, and Motion to Dismiss because the case is misrepresented (Mistrial), or Motion to Dismiss for Cause of Fraud. You can see that they will not want you to win the game here, because this is the basis for their whole gameplan, and they will not want to let the word get out. So just be sly as a fox and hang in there, watch them try to squirm around the real issues and offer lame excuses (See the strategies stated above). You may just prove the DA's or DDA's fraud simply by asking to see his/her 'license' to practice law, his/her certificate of title of nobility, or his/her green card.

STRATEGY 6 CHALLENGE THE LAW - This Motion to Dismiss is where you dig into your State's statutes and find all the holes that they are entrapping you with. Look up the definitions used and established in the beginning of the chapter(s). The statutes are deliberately written to deceive us into a fraudulent state of agreement and compliance; so you must get into the semantics. Find a logical relationship between the statutes and the definitions of terms, to construct a deductive conclusion that the statutes that you are charged with, cannot possibly apply to you, or that there is insufficient evidence to support the charges, such as no inured party, no contract binding you to the statutes, no property damages, or no evidence of your status as a government slave.

You may get several Motions out of this strategy. Make sure that each written motion completely describes, in detail, your logical reasoning and references where you are quoting the statutes from. Also, make a photocopy of each legal reference from the law library, so that you can place it in the judge's face. (The judge will try to ignore the legal evidence you present in person, on the basis of not having the statutes in front of him, or being too pressed for time to hear your entire presentation; so be ready to shoot down the lame excuses, and walk the judge through every argument, definition, and conclusion. Use these motions to support your resulting verbal Motion to Dismiss, in person).

Also, to reinforce your logical arguments, you may decide to quote several cases, court decisions, and legal documents, that say the same things you are claiming to be true. This will oblige the judge to acknowledge the decisions of other judges, and to rule in your favor. You must have each referenced case typed separately at the top of each page, include these with each Motion that you are using them for. In this fashion, you may just be able to swamp the judge with so much evidence, that he/she just gives up and dismisses the case. Here are a few more Constitutional, traffic, and travel-related sources you can use.

SUPREME COURT: "Constitutional rights may be claimed by a belligerent claimant in person (PRO-PER)."

Hertado vs California (110 U.S. 516): "The State cannot diminish the rights of the People."

Many people automatically make the assumption that these statute laws are passed to restrict the rights of only the BAD GUYS. WRONG! EVERYBODY'S RIGHTS ARE LIMITED.

Chicago Motor Coach vs Chicago (337 Ill.200, 169 NE 22, 66 ALR 834.):

- Ligare vs Chicago (139 Ill.46, 26 NE 934.):

- Boone vs Clark (214 SW 607, 25 AM JUR (1st) Highways, Sec. 163): "the use of the highway for the purpose of travel and transportation is not a mere privilege but a common and fundamental right of which the public and individuals cannot be rightfully deprived."

Sherar vs Cullen (481 F.2d 946): For a crime to exist, there must be an injured party. "There can be no sanction or penalty imposed on one because of this exercise of Constitutional rights."

Kent vs Dulles (357 U.S. 116, 125): "The right to travel is part of the Liberty of which the citizen cannot be deprived without due process of law under the Fifth Amendment."

Miranda vs Arizona (384 U.S. 436, 125): "Where rights secured by the Constitution are involved, there can be no rule-making or legislation which would abrogate them."

Miller vs U.S. (230 F 2nd 486,489): "The claim and exercise of a Constitutional right cannot be converted into a crime."

Mugler vs Kansas (123 U.S. 623, 659-60): "Under our system of government upon the individuality and intelligence of the citizen, the state does not claim to control him/her, except as his/her conduct to others, leaving him/her the sole judge as to all that affects himself/herself."

Declaration of Independence, Par.2: "Governments derive their just powers from the consent of the governed."

Thompson vs Smith (154 SE 579): "The right of a citizen to travel upon the public highways and to transport his/her property thereon, either by carriage or automobile, is not a mere privilege which a city may prohibit or permit at will, but a common right which he/she has under the right to Life, Liberty, and the Pursuit of Happiness."

STRATEGY 7: DEMAND THE EVIDENCE - When it is your turn to introduce evidence and testimony, this is where you are bluffing the court into exposing their fraudulent jurisdiction over you. It is your driver's license and application (i.e. a government contract) which binds you to the traffic statutes. So given that you haven't yet rescinded your contract, then this is what's really holding you liable for complying with the statutes. Of course, they don't want to reveal that to anyone. So here you must simply declare that the court has yet to prove its jurisdiction over you (under the insidious 14th Amendment), and demand that the court place in evidence the contract that they must be using to enforce laws upon you without your consent or knowledge. Do this especially if you have reserved your this right, explicitly, at the beginning of the hearing. When the judge refuses, then Motion to Dismiss because of failure to make evidence to establish jurisdiction. If they refuse to budge, object and ask the judge if he/she has made a judicial determination that violates your (reserved) right to introduce evidence relating to your case.

STRATEGY 8: MOTION FOR RECUSAL - This is perhaps your last chance to avoid going to trial. You can use this strategy now (at plea bargaining) or anytime up until the Trial (see below). Because the judge has steamrolled over all your previous attempts to educate the court in its errors, you are demanding the judge to dismiss himself/herself from the case. Here's the drill :

"The accused feels that this court is not only wholly prejudice against the accused, but is so totally uninformed and ignorant to its Nature, authority, responsibility, application of

Remedy and of Law, and specifically with respect to jurisdictional fact, as to make any further hearing of this matter before the court - extrajurisdictional - and therefore makes any subsequent verdict of guilty, by this court or by jury, subject to immediate reversible error in Appeal."

If the judge accepts this, then you get to start all over with a new judge, with your new and improved technique and strategies.

STRATEGY 9: MOVE FOR A FINDING OF FACT - This is for any time you have successfully cornered the judge into making a questionable judicial determination of some 'rule' or issue affecting your case. You are sure that he/she is trying to hide something (such as evading your questions) that is fraudulent, and you are prepared to expose it whether the finding is "**YES**" or "**NO**". One way, you are exposing the judge's lie, mistake, or fraud, the other way, you are reclaiming one of your rights that will prove your Defense. Either way, you can't lose; you can only embarrass them toward Dismissal. Dig into the details of the real Law and the real issues.

STRATEGY 10: MOTION TO SUBPEONA WITNESSES - This is your reserve plan to buy more time before trial (if any), and to summon 'hostile' witnesses for you to question during trial. You have the right to call any witness to the stand during trial, but if there is someone who does not want to be there for you, you need to formally identify who they are, and their addresses, and explain that their testimony is vital to your defense. The court must then issue the warrants, as a result of the Motions Hearing, and serve them from the sheriff's department. They cost about \$15 each. The judge may try to deceive you into believing that you somehow aren't allowed to do this (like intimidation), so just get it all on record, corner the judge, and/or explain that you will not let him/her cheat you out of your 6th Amendment rights.

STRATEGY 11: PUT JUDGE ON NOTICE TO APPEAL - You must use this courtroom strategy every time the judge rules against your (presumably valid) Motion, any of them. The judge will try to intimidate you by ignoring the legal issues you present with your motions. So here is where you verbally put the judge on notice that you intend to Appeal his/he; ruling, because you know that he/she is violating your rights, or the law, and/or is committing fraud. The main purpose is to OBJECT to the ruling, and state ON THE RECORD why you believe the judge has made an error, thereby recording useful evidence against him/her.

STRATEGY 12: AGREE TO NOTHING -- This is an absolute must, to use with all of the above strategies, just in case the Prosecutor attempts to pull a fast one. If the Prosecutor should EVER propose a "**Motion In Limine**" or anything "**in limine**", you must flat out OBJECT and REFUSE. This is an attempt to prevent you from introducing your evidence and properly defending yourself, on equal footing. Do not agree to any such motions by the prosecutor. In fact, do not agree to anything that the Prosecutor deliberately says fast so that you do not understand. Better yet, the Motions Hearing is your show. Do not agree with anything or any motion that the Prosecutor has to offer.

OBJECT

STRATEGY 13 ?

ADDITIONAL STRATEGIES: There are some procedural options that you can motion for, such as Motion to Trial by Jury, Motion for Jury of 12 (instead of 6), Motion to Participate in the Jury Selection, Motion for the Court to Pay for Costs (because you are broke), etc. Just remember that

you are now swimming upstream and dealing with particulars of your case, now fully under the fraudulent statutory jurisdiction, by now you are probably at risk of losing the chance to challenge jurisdiction in the eyes of the judge. So you should make this your highest priority. And make sure to read up on your general rights in the courtroom, as described in the beginning of this guide, and you should do just fine, all things considered. And again, be sure to bring all your friends and personal legal counselors with you to the Motions Hearing. They're going to know who you are!

THE TRIAL (including Pre-Trial Conference)

PURPOSE: The official purpose of the Trial is to test and determine if a crime has indeed been committed, and whether you are indeed guilty of that crime. Of course, you already know that they have already decided you are guilty, have already harassed you, threatened you, intimidated you, insulted you, and treated you as being guilty. Your vehicle may have already been impounded, and you may already have been arrested as a criminal. So mostly, this big to-do about the trial is to make a grand showing to the People, to 'prove' just how dangerous and evil you are for standing up for your rights, thereby threatening the system and the racket. So your purpose, since you have sunk into it this far, is to get the case dismissed before the jury (or judge) makes a formal decision on your guilt.

WHAT TO EXPECT: The longer your case is in court, the more it will feel that the legal system is some large corporate bureaucratic nutcracker, and more firmly clasped to some most delicate part of your anatomy. The prosecutor will attempt to deceive everyone into believing his/her illusions. The judge will pretend to be a fair referee during the entire trial, which will consist of Conference, Jury Selection, Jury Instructions, Opening Statement, Testimony, Final Statement, and Deliberation, as follows:

Pre-Trial Conference - in the judge's office, they will tell you that there are important 'matters' to agree on before the jury selection, such as your list of possible witnesses. You are there only because they need and want something from you. Here is where they will politely try to con you out of your rights, the jury's rights, and then politely threaten you off-the-record. They are just testing if you know how to defeat them, and sizing you up to see just how much they can get away with. Here is where you will see just how vital it is for them to control you, the jury, the procedure, and the final decision. The judge will probably attempt to hold you responsible for conducting your case as a licensed attorney (hah hah). You may just decide to put the prosecutor on the stand, to explain the nature and cause of the accusations.

Jury Selection - (If you have chosen to have a jury) You will agree on the procedure, and then interview prospective jurors, one-by-one, to determine whether you want them to decide your case. You will ask them specific questions, relating to how they feel about the issues relating to your case. This is called "voir dire", which means you want some idea of how they intend to perceive your case. You will be able to dismiss some of those that you feel will decide against you. Then you will be politely asked to "Pass the Jury for Cause", which means you accept the jury, as it stands, to rule on your case. They will not tell you that you can Refuse the Jury for Cause.

Jury Instructions - (If you have a jury) - You, the judge, and the prosecutor, all have the right to propose formal instructions for the jury to have copies of. They WILL be dictating to the jury EXACTLY what they want them to know about, and ONLY what they want them to know; so you should also prepare some jury instructions ahead of time. (See strategy below)

Opening Statement - This is where the judge and jury (if any) hear from both sides, why they are here, why you are here, what they intend to show, and what they can expect to hear as evidence and testimony. So you need to have this typed up ahead of time, summarizing the essential understanding of why your defense is superior to the prosecutor's offense.

Testimony - This is where both sides take turns calling witnesses to testify on their behalf to establish their respective positions. You will be asking your own witnesses specific questions that you have prepared ahead of time. After the prosecutor asks his witnesses questions, then you can shoot down their evidence by asking them your own questions during your cross-examination.

Final Statement- Here is where you summarize what has happened in court, what you have logically shown, what the witnesses have clearly established, what conclusions have obviously been revealed, and why the judge (or jury) must therefore reach a verdict of NOT GUILTY. If you have a jury, this is where you must emphasize and re-emphasize your few basic points. Here you must also remind them of your jury instructions and their duty to bring the justice into court which is representative of the People.

Deliberation - Nothing to do here but wait. You're done, the judge or jury is deciding your case. Whatever you left un-addressed in court is now just hypothetical history.

WHAT TO DO: Know your stuff; know your rights, work out your plan ahead of time, be prepared, take every opportunity to win, expose, embarrass, and keep the prosecutor, and the judge, from getting away with fraud and abuse. Try to win the case before the trial; if not possible try to win before Deliberation; the closer you get to that, the less likely your chances of winning. Here's a few more ideas:

STRATEGY 0: MOTION TO DISMISS BY DEFAULT, BEFORE TRIAL - Use this if the current date, before your trial date, is already more than 6 months after the citation date. Send in this motion with a Notice of Default, stating that the court has already violated your 6th Amendment right to a speedy trial, thereby voiding the case against you. You win.

STRATEGY 1: RECUSE THE JUDGE, BEFORE TRIAL - (They really don't want you to know about this one) This is a delay tactic, in which you are dismissing the judge, several days before the scheduled trial, because you have discovered something about him/her that compromises the trial being fair, such as obvious bias against you, violation of his/her Oath to Office, failure to record such an Oath with the proper office, misconduct in a previous hearing, a known record of hostility toward the accused, failure to show evidence of status (e.g. green card, title of nobility, attorney's license, and/or certificate of status). Guess at this if you have to. These judges are all so crooked, you're bound to hit a tender spot. This strategy gives you more time to prepare for trial, and a chance to try for the previous Strategy 1 again.

STRATEGY 2: CALL THE BLUFF IN CONFERENCE - Here is where you are turning their own addiction to power and control against them. Bring your hidden pocket tape recorder with you into the Conference, the morning of your trial; and have it in record mode (with a fresh tape and batteries) as soon as you walk into the judge's office. You are going to let their implicit conversation (and their hidden real intentions) unfold and develop. When they try to threaten you with Contempt of Court, and/or warn you not to tell the jury certain "things", and/or to deceive you into giving away your rights (such as trying to hold you to conduct your case as a licensed attorney), here is where you make your stand. You are off the court record, so you can say anything you want, and however you want (After all, that's what they're doing).

So, if they try to pull any of this fraud, expose it immediately, and shoot down their lame excuses. Get it all on tape. Tell them that there is no law which compels you to waive your Constitutional rights. Tell them that there is no law which compels you to obey any of their rules which apply to licensed attorneys because you have no such license or Oath to the Bar Association. You are going to conduct your case according to how you see fit, as your own 'pro per' defense counsel. Tell them that there is no law which prohibits the Jury from being informed of the Truth, their full rights, and their power of authority. If they want you to even think that there are such laws, they will have to show you the written law.

If they put up a fuss, demand to see their licenses, green cards, or titles of nobility, now that they are trying to use their secret treasonous tricks against you. If they insist they are right and that you have to obey the rules that the judge dictates to you, then demand to see such rules, to back up their bluff with legal evidence. Otherwise, tell them they can forget it. Ask them what they are attempting to hide. They may avoid your questions by stating that they have no time to answer them, no problem, just tell them that you have no time to conduct your defense until your questions are answered; sit on them. You can wait longer than they can, it's your trial and your neck on the line! You have infinite time.

Then look at them straight in the eyes and tell them that what they are doing is fraudulent and illegal, and that now they know that you know. Tell them that you will expose their fraud in court, ON THE RECORD, if they even dare threaten you with Contempt of Court for exercising your rights. Tell them that they both could easily be facing charges of Treason, and Conspiracy to Commit Fraud and Treason. When all the Truth has been exposed, then tell them that the entire conversation is on tape, and watch them sweat for a change. The judge or prosecutor may then offer to dismiss the case right there. Just make sure you give your hot tape to a friend for safe keeping, when you walk out of the judge's office. Oh, they're going to regret being in court with you.

STRATEGY 3: RESERVE ALL OF YOUR RIGHTS UP FRONT - This is your insurance policy against any attempt, by judge or prosecutor, to force you to waive your rights. So all you do is reserve them up front, when you first enter the court for jury selection, and ON THE RECORD. This way you can still eventually win the game, even if you go all the way to Appeal.

Then, when it's your first turn to speak, you just get up and announce your intent to make a reservation of rights. Just read your list of every right that you feel applies to the conduction of your Defense. Use the list at the beginning of this guide as a start. Use the Constitution if you have to. Make sure to include Freedom of Speech, the right to a Fair Trial, the right to an Unbiased Jury, the right to Legal Counsel, the right to be informed of the Nature and Cause of the accusations, the right that all Evidence being used against you, including Contracts, be Placed in Evidence by the court, the right to Call Witnesses, the right to Introduce Evidence, the right to Travel, and the right to Life, Liberty, and the Pursuit of Happiness. This way, if the judge should instruct you not to do something, i.e. waive your right to do it, you can then remind the judge that you have already reserved your rights, and then force him/her to make a judicial determination whether you have those rights or not. You just catch them in the act, on record. Get it?

OK. Your valid and explicit reservation of rights removes any implied consent, so if they still want to pursue the case against you, then you must demand that the court now place in evidence, a document, nexus, or some legal instrument which 'binds you to the state of the forum' (e.g. a contract that you signed, as required by U.C.C. 3-401, which requires your compliance). If you are not bound to the 'state of the forum', you are basically a 'non-resident' to the court's

jurisdiction. So if they don't cough up the evidence, then Motion for Dismissal by default. If your motion is denied, then Motion for Discovery to place the missing document(s) in evidence. Make them work for it. Tooth and nail. Tooth and nail.

STRATEGY 4: INFORM THE JURY BY CLEVER QUESTIONING -- This is where you carefully construct your 'voir dire' questions so that they inform the jury of their true and full rights, their true function in the courtroom, and knowledge of their full authority and power; yet so cleverly that you are not charged with Contempt of Court. You want to select a jury that can understand the real issues, and see that you really represent them as the People. You see, the problem is that the judge and prosecutor cannot afford to let the jury know what their rights are, or their true power of authority. Because, then they would lose their control and false authority over them. They want the jury to be just as fearful and ignorant as possible, so that they will just do what they're told, find you guilty, and be all done and home in time to make dinner. Another problem is that there is a relatively large amount of information to convey, and a small amount of time to do it, plus they will be nowhere near as knowledgeable of the Truth as you are. So the best way to use this strategy is to ask every juror, one by one, all of your questions, so that they will all hear the information contained in the questions at least 12 times each. Make a box diagram of 2x6, i.e. 2 rows of 6 boxes, so you can write in the names of the jurors when they are introduced, you will then know them and address them by name. You want to establish a good rapport. Here are a few good questions :

1. "Mrs. _____ , as a juror, do you feel you are an instrument of the court or an instrument of the People?"

2. "Mrs. _____ , are you here because you feel a civic duty to vote your conscience, or are you here because you feel threatened by the law if you don't comply the court's wishes?"

3. "Mrs. _____ , are you aware that, as a juror representing the People, you are empowered to vote completely independently from the rest of the jurors?"

4. "Mrs. _____ , are you aware that, as a juror representing the People, that your single vote of NOT GUILTY is enough to acquit me of the charges?"

5. "Mrs. _____ , are you aware that, as a juror representing the People, you are empowered to vote your conscience, regardless of anyone else's coercion or instructions, including the judge." (The prosecutor is likely to OBJECT)

6. "Mrs. _____ , How do you feel about jury duty? (service, duty, honor, drudgery)"

7. "Mrs. _____ , Do you know your full rights and power in this court?"

8. "Mrs. _____ , Do you know that you are entitled to, and authorized to vote your conscience? according to your own sense of right and wrong?"

9. "Mrs. _____ , Do you know that your decisions override the judge? more power?"

10. "Mrs. _____ , Do you know that you are above the law? not constrained to law or facts ? ... that you have the right to judge the justice of the law?"

11. "Mrs. _____ , Do you know that you have the right to acquit and NULLIFY any law that-you feel is unjust? morally wrong? or not serving the People?"

*Note above, that the 1st question deliberately puts each juror on the spot for questioning and deciding their true purpose as a juror. Unfortunately very few have any idea that they are duped into being mere instruments of the court, thereby proving the jury to be robot extensions at the judges orders. Why have a jury at all if they are programmed to do what the judge would do on his/her own without a jury? The answer is that, although the jury was originally intended to bring the Conscience and Jurisprudence into the court as a check against the tyranny, the court still needs them to make a showing, a political appearance.

So, if you observe from the questions above (especially the 1st one), that the jury simply does not really know what their true function is, or what their full rights are, you now have every reason to Refuse the Jury for Cause, because they are not your peers, they don't understand the issues as well as you do; they don't even know what their civic responsibilities are why they are there. If anyone complains, you may ask.

"Why should the People of _____ , represented by the jury, believe only what the judge tells them? The judge is only a government employee, working for the People. How can we possibly guarantee that the judge is telling the Truth and the Whole Truth, and nothing but the Truth?"

Also note how all of these questions inform the jury that something is very wrong with what they have been told by the courts. Your jury will be deciding your case, but unless you educate them, they will just follow the judge's fraudulent directions to vote according to the laws dictated to them. This is why you need an informed jury. There are many 'Informed Jury pamphlets and reference books to utilize for this, and we suggest you find everything you can on the subject, so that you walk into court with your questions fully prepared.

You will have to word the questions such that you don't upset the judge enough to charge you with Contempt.

STRATEGY 4A: BAIT THE PROSECUTOR WITH YOUR JURY QUESTIONS -- This strategy, combined with #4 (above) gets right down to the heart of their fraud. It is complicated because it is your most powerful general technique, and because it undermines the very critical foundation of their tyrannical control of the jury and outcome; so you must study this carefully. It could easily win your case regardless of the charges, and they are not going to give up easily. This could be your most skillful technique still available, in cornering the judge.

1. When the prosecutor OBJECTS to question 11 above (It WILL happen. The prosecutor will choke on the word NULLIFY, because he/she can't afford for the jury to know their rights), you must immediately challenge their efforts to silence you. You must MOTION TO DISMISS on the grounds that

"The Prosecution has compromised the accused's 6th Amendment right to an independent jury, taken from the cross-section of the community, which reflects the norms and values of

the community. The Denial of an independent jury infringes upon the procedural due process of the 5th Amendment."

2. If your Motion is denied, explain to the judge that THERE IS NO LAW which prohibits the jury from knowing their right to acquit and nullify laws that they disagree with, according to conscience. Press the judge into explaining why he/she is deliberately keeping the jury ignorant. **OBJECT** if the judge evades the question.

3. If the judge orders you to discontinue this line of questioning, then ask the judge, for clarification, if he/she has indeed made a judicial determination that the jury is prohibited from knowing about their rights to acquit and NULLIFY the law. If "**NO**" then the case must be Dismissed because of the Prosecutor's objection (above). If "**YES**" then Motion for a Finding of Fact, to prove or disprove the judge's bluff. He/she must now place legal proof in evidence that somehow justifies the fraud. Corner the tyrant. The judge is trying to deceive everyone that his Word is Law because he/she says so.

4. If the case is not dismissed (motion denied), then look the Judge straight in the eye and **OBJECT**. Put him/her on notice that this is a treasonable judicial error and that you intend to Appeal it. Then move for Dismissal because the jury is now obviously no longer impartial, as required by the 6th Amendment. If this doesn't work then Refuse the Jury for Cause, because of their obvious bias against your defense.

5. If judge then tries to **PASS THE JURY FOR CAUSE**, essentially ignoring your Motions, inform the judge that he/she may be Practicing Law From the Bench. Then **MOTION FOR A FINDING OF FACT** to determine if the judge can legally get away with it.

STRATEGY 4B: MAKE A 1st AMENDMENT POLITICAL JURY SPEECH -- This is also a trap that you set for the Prosecutor, used in conjunction with Strategy 4 above. As soon as you start informing the jury, without questions, the Prosecutor will **OBJECT**.

1. When the prosecutor objects, then Motion for the Judge to make a Legal Determination as to whether the political speech of jury nullification is a direct, disruptive influence on the judicial matter at hand. If "**YES**", then call the bluff and **MOVE FOR A FINDING OF FACT**. Make the judge squirm to Justify his/her fraud if "**NO**", then say "**Thank you; Also, your honor, I reserve my right, as politically protected speech, to inform the jury during opening statement, closing statement, and trial, to disregard the substance of the law in the matter at hand, pursuant to the 6th Amendment guarantee that the jury be the judges of fact AND of the law.**"

2 If your Motions are **DENIED**, then **REFUSE TO PASS THE JURY FOR CAUSE** because of a corrupted independence of the jury and **BIAS** in the favor of the prosecution.

3. If judge tries to **PASS THE JURY FOR CAUSE**, essentially ignoring your Motions, inform the judge that he/she may be Practicing Law From the Bench. Then **MOTION FOR A FINDING OF FACT** to determine if the judge can legally get away with it.

STRATEGY 5: SEED THE JURY BEFORE TRIAL - This is an arrangement you can work out ahead of time, but only if you know someone on the jury list. The definition of "jury of peers" includes "people who know you in the community". The problem comes when the judge and prosecutor unfairly violate this, by dismissing jurors who admit to knowing you. What's even

worse is when a juror admits knowing you, the prosecutor then proceeds to insult and abuse their honesty by asking about intimate and personal details, unrelated to the case. They just aren't playing fair, so neither should you. Your friend selected for jury duty might just want to show up and pretend not to know you and then vote NOT GUILTY, simply because he/she knows the Truth, and this is the one sure way to neutralize the court's fraud. The truth is that there is NO LAW which prohibits jurors from knowing the accused, and NO LAW which prohibits any juror from knowing that they can vote NOT GUILTY, for the purposes of acquittal and/or revoking a bad law.

STRATEGY 6: SUBMIT YOUR OWN JURY INSTRUCTIONS - This is where you place the Truth in front of the judge and prosecutor, and then watch them squirm out of allowing the jury to read it. You and your apposition will be formally reviewing and agreeing on each of the instructions the jury is going to be allowed to read. It's another phase of the game that's rigged against you, but you can make sure that all of their fraud and bias against you gets onto the record. Make sure your instructions are each typed up on separate pages, and make copies available for the judge and prosecutor. If you have not had enough time to review the prosecutor's instructions, then say so. Demand and Motion to postpone the trial until you have been given adequate time to review the prosecutors instructions. It's your pro-per right as your own Defense counsel. Don't let them railroad over you.

1. Ladies and Gentlemen of the Jury, you are instructed that: **"No juror can ever be punished for his/her vote. God and the juror's own conscience is the only authority."**

2 Ladies and Gentlemen of the Jury, you are instructed that: **"Never yield your sacred vote in favor of peer pressure or majority. Your own conscience is more important. You are not here to simply agree. You are not a rubber stamp."**

3. Ladies and Gentlemen of the Jury, you are instructed that: **"The only power the judge has over the Jury is the power of intimidation and what he doesn't tell you. It's not real power. Don't give yours away."**

4. Ladies and Gentlemen of the Jury, you are instructed that: **"A single final vote of NOT GUILTY is all it takes to nullify an unjust or questionable law."**

5. Ladies and Gentlemen of the Jury, you are instructed that: **"This is where the People have more power than the President, and your decision is IRREVERSIBLE and IRREPROACHABLE."**

6. Ladies and Gentlemen of the Jury, you are instructed that: **"The prosecutor must prove to YOU guilt beyond any Reasonable Doubt. This means that if you suspect that ANYTHING is wrong with the picture as presented to you, I must be innocent."**

7. Ladies and Gentlemen of the Jury, you are instructed that: **"The jury gets to decide what reasonable doubt means."**

8 Ladies and Gentlemen of the Jury, you are instructed that: **"The jury is the acid test of whether the government system is really doing its job, OF THE PEOPLE, BY THE PEOPLE, FOR THE PEOPLE."**

9. Ladies and Gentlemen of the Jury, you are instructed that: "**The Judge may NOT instruct and pressure the Jury that they MUST reach a unanimous decision SOON (with some false concern for burdening the taxpayers).**"

10 Ladies and Gentlemen of the Jury, you are instructed that: "**THINK: If the jury was constrained to the Letter of the Law as dictated by the judge, we wouldn't need a jury to begin with: that's the judge's job.**"

11. Ladies and Gentlemen of the Jury, you are instructed that: "**There is NO LAW or COURT DECISION that has decided that jurors DO NOT HAVE the power to acquit and nullify, despite the law or the facts of the case. This would comprise TYRANNY, and destroys the purpose of the Jury.**"

12. Ladies and Gentlemen of the Jury, you are instructed that: "**The jury has IRREVERSIBLE power to acquit and nullify the law, for whatever reason it deems appropriate.**"

13. Ladies and Gentlemen of the Jury, you are instructed that: "**Jurors not only have the right, but also the DUTY to nullify bad laws by voting NOT GUILTY.**"

14. Ladies and Gentlemen of the Jury, you are instructed that: "**No juror should, in principle, vote against his conscience, and later have misgivings and/or apologies for the accused.**"

15. Ladies and Gentlemen of the Jury, you are instructed that: "**The writers of our constitution DEFINED a jury as group of citizens who were to judge the rightness of the law, as well as the facts in any case, according to their own conscience. JOHN JAY, THOMAS JEFFERSON, JOHN ADAMS, ALEXANDER HAMILTON, JAMES MADISON.**"

16. Ladies and Gentlemen of the Jury, you are instructed that: "**Our constitution has set up 5 tribunals with the power to veto any Law: Senate, House of Representatives, Executive, Judicial, and the JURY. The Jury has the final say in the letter of the Law.**"

17. Ladies and Gentlemen of the Jury, you are instructed that: "**Our forefathers intended the jury to serve as one of the tests a law must pass before it assumes enough popular authority to be enforced.**"

18 Ladies and Gentlemen of the Jury, you are instructed that: "**The base of all governmental power was established with, and always intended to remain with WE THE PEOPLE. Remember: Of the People, By the People, and For the People.**"

19. Ladies and Gentlemen of the Jury, you are instructed that: "**If a juror accepts as Law that which the judge states, then the juror has accepted the absolute authority of a GOVERNMENT EMPLOYEE, and thereby has surrendered the power which is meant for THE PEOPLE.**"

20 Ladies and Gentlemen of the Jury, you are instructed that: "**Remember, that it was bad laws, forced martial laws, corrupted courts, taxes without consent, and deprivation of rights that brought our ancestors to this country to begin with.**"

21 Ladies and Gentlemen of the Jury, you are instructed that from: **Chicago Motor Coach vs Chicago (337Ill.200, 169 NE 22, 66 ALR 834.):**

- **Ligare vs Chicago (139 Ill.46, 28 NE 934.):**

- **Boone vs Clark (214 SW 607, 25 AM JUR (1st) Highways, Sec. 163):**

"The use of the highway for the purpose of travel and transportation is not a mere privilege but a common and fundamental right of which the public and individuals cannot be rightfully deprived."

22 Ladies and Gentlemen of the Jury, you are instructed that from: **Sherar vs Cullen (481 F.2d 946): For a crime to exist, there must be an injured party. "There can be no sanction or penalty imposed on one because of his exercise of Constitutional rights."**

23 Ladies and Gentlemen of the Jury, you are instructed that from: **Kent vs Dulles (357 U.S. 116, 125): "The right to travel is part of the Liberty of which the citizen cannot be deprived without due process of law under the Fifth Amendment."**

24. Ladies and Gentlemen of the Jury, you are instructed that from **Miranda vs Arizona (384 U.S. 436, 125): "Where rights secured by the Constitution are involved, there can be no rule-making or legislation which would abrogate them."**

25. Ladies and Gentlemen of the Jury, you are instructed that from **Miller vs U.S. (230 F 2nd 486,489): "The claim and exercise of a Constitutional right cannot be converted into a crime."**

26. Ladies and Gentlemen of the Jury, you are instructed that from. **Mugler vs Kansas (123 U.S. 623, 659-60): "Under our system of government upon the individuality and intelligence of the citizen, the state does not claim to control him/her, except as his/her conduct to others, leaving him/her the sole judge as to all that affects himself/herself."**

27. Ladies and Gentlemen of the Jury, you are instructed that from: **Declaration of Independence, Par.2: "Governments derive their just powers from the consent of the governed."**

28 Ladies and Gentlemen of the Jury, you are instructed that from **Thompson vs Smith (154 SE 579): "The right of a citizen to travel upon the public highways and to transport his/her property thereon, either by carriage or automobile, is not a mere privilege which a city may prohibit or permit at will, but a common right which he/she has under the right to Life, Liberty, and the Pursuit of Happiness."**

The prosecutor will submit some instructions and you will submit some, and they will try to discredit and dismiss yours in favor of the prosecutors. When they try to dismiss each one of yours, demand to hear specific legal justification for doing so. Don't let them get away with any vague or generic excuses. If there is nothing particularly wrong with an instruction, the jury must be allowed to read it. If the judge tries to dismiss an instruction because of not being relevant, then Motion for a Finding of Fact to determine the definition of 'relevant' and whether the instruction is relevant to your case. Make them work for their corruption.

If you have an objection to what they are trying to pull off, you must Object to each instruction separately, and you must present specific argument and/or evidence that proves specific violations of law. Here are some more backup quotations, that you may use for evidence and/or instructions.

Thomas Jefferson: "I consider trial by jury as the only anchor yet imagined by man, by which a government can be held to the principles of its constitution."

John Adams: "It is not only the juror's right, but his duty to find the verdict according to his own best understanding, judgment, and conscience, though even in direct opposition to the direction of the court."

John Jay (1st chief Justice US Supreme, 1789): "The jury has a right to judge both the law as well as the fact in controversy."

U.S. vs Doherty (473 F.2d 1113 1139, 1972): "The jury has an unreviewable power to acquit in disregard of the instruction on the law given by the trial judge."

U.S. vs Moylan (427 F.2d 1002 4th Cir. 1969): "We recognize the undisputed power of the jury to acquit, even if its verdict is contrary to the law as given by the judge and contrary to the evidence ... If the jury feels that the law under which the accused is accused is unjust, or that the exigent circumstances justified the actions of the accused, or for any reason which appeals to their logic or passion, the jury has the power to acquit and the lower courts must abide by that decision."

State of Georgia vs Brailsford,(et al 3 Da11. 1): "The Jury has the right to take it upon themselves to judge both the law and the facts of the case, as well as any fact in controversy."

Abraham Lincoln: "The People are the masters of both Congress and the Courts, not to overthrow the constitution, but to overthrow the men who pervert it"

George Washington: "The preservation of the sacred fire of Liberty and the Republican model of government is entrusted to the hands of the American People."

STRATEGY 7: OPENING STATEMENT PLANT - OK, somehow, you're still on for trial, and you are now going to make your Opening Statement. This strategy is just a way to expose the prosecutor's strategy, negatively planted in the minds of the jury (or judge). You can easily use this if you can present evidence or testimony that contradicts or exposes the fraud in the prosecutor's case against you. So with the format given at the beginning of this section, you can add something like

"You will see, People, that the prosecutor's argument and accusations are STUCK; STUCK in an unfair system of contradictions. You will see that all he/she can do is a kind of REWIND AND PLAYBACK: ..well you did this or that, and it says here that this is a crime, etc.; without also showing you the other evidence and laws that apply, and without asking you to even think about the contradictions. However, that because of these contradictions and evidence that the prosecutor does not want you to see, you will see from my Defense, the statutes I stand accused of CANNOT POSSIBLY APPLY to this case, and I want you to remember this point: No statute can lawfully be enforced where it does not apply."

Keep it simple and to the point, but be emphatic. Remember to include in your opening statement a strong reminder that you are not obliged to prove innocence, it is instead the prosecutor's responsibility to prove guilt. All you are obliged for is to show reasonable doubt as to the validity of the prosecutor's accusations.

STRATEGY 8: DEMAND THE EVIDENCE - When it is your turn to introduce evidence and testimony, this is where you are bluffing the court into exposing their fraudulent jurisdiction over you. It is your driver's license and application (i.e. a government contract) which binds you to the traffic statutes. So given that you haven't yet rescinded your contract, then this is what's really holding you liable for complying with the statutes. Of course, they don't want to reveal that to anyone. So here you must simply declare that the court has yet to prove its jurisdiction over you (under the insidious 14th Amendment), and demand that the court place in evidence the contract that they must be using to enforce laws upon you without your consent or knowledge. Do this especially if you have reserved your this right, explicitly, at the beginning of the hearing. When the judge refuses, then Motion to Dismiss because of failure to make evidence to establish jurisdiction. If they refuse to budge, object and ask the judge if he/she has made a judicial determination that violates your (reserved) right to introduce evidence relating to your case.

STRATEGY 9: ADMISSION OF TRUTH BY TESTIMONY - This is perhaps the best way to educate and inform the jury, as well as getting evidence against the judge and prosecutor on record. Here you are going to call some of your friends, perhaps even your legal counselors, to the stand, for the sole purpose of 'spilling the beans' with their testimony. All you have to do is work out ahead of time, with each of your witnesses your plan of questions and answers. You are going to ask questions relating to your case, your actions, the statutes, the officers actions, how they feel about the law, what they would do if they were the judge or jury, etc. If necessary, you may even ask them about the court procedure itself as its going down. You can bet your life that the prosecutor has already made such arrangements with the officer. So here's your chance to even the score. The main purpose is to admit all the evidence which supports your defense arguments (including law), educates the jury of their rights, and corners the judge into a fraudulent legal determination. If they try to silence your witness, you can OBJECT tell them they are out of order, the witnesses have the right to say whatever they want, and they are sworn to tell the whole Truth, not just what the court wants to hear. They are faithfully answering the questions put to them, and testimony cannot be denied. Your witnesses can even reprimand the judge:

"Your Honor, I have sworn to tell the Truth, the whole Truth, and nothing but the Truth, and unless you can legally defraud this me, and this court, out of my Oath of Truth, then this is exactly what I intend to do."

Instruct your witnesses to verbally defend themselves against any insult, offensive remark, insinuation, or intimidation by the prosecutor or judge.

STRATEGY 10: PLAY LEGAL COUNSEL - During the Testimony, this is just you conducting your brilliant defense as planned, and described in the Motions strategies (previous section), to outwit, outmaneuver and back the judge into an embarrassing position of having to make a determination. Use any of the still-available strategies to keep the prosecutor on a short leash. You are not going to let anything get by you this time. Your tools are your intelligence, your self-esteem, the Truth, your evidence, your witnesses, the court record, your knowledge, your strategies, and your legal counselors.

STRATEGY 11: HALFTIME MOTION TO DISMISS - This is a freebee, after the testimony. You are allowed to Motion the court to Dismiss the case, at this time, because of lack of evidence against you. Do it.

STRATEGY 12: FINAL STATEMENT PLANT - This is your last chance to win the trial part of the game (if you are still in the game). Just as in the opening statement, you are going to plant a negative perception of the prosecutor in the minds of the jury (or judge). The prosecutor gets the last word in, and you can bet that he/she will be shooting your case down also. So what you'll want to do here is to remind the court (jury) of exactly what you asked them to look for in your opening statement. Sum up the results of your defense as you have so brilliantly presented it. Remind them of how your defense actually shows that you actually represent the People, the jury, and anyone wanting fair laws. Then remind them of the prosecutor's feeble attempt to rewind/playback his/her illusion. Keep it simple and emphatic.

Then make a guess at which illusion he/she will try to shoot down this final statement with. It could go something like: "**Just look at what has happened here today. Our alleged prosecuting attorney, CLAIMING TO REPRESENT YOU, the People of the State of _____ has just demonstrated his/her choice to INSTEAD HARASS AND INTIMIDATE ALL OF US into obeying laws which are forced upon us, as slaves, without our vote, without our consent, without our approval, nor injured party. In fact the only things that they have from us, to force these laws, is our money and our lack of resistance. Think about this...**

What's wrong with this picture? The prosecutor may even stoop so low as to claim that I am guilty because _____, or that you People are, by my minding my own business, somehow injured by _____. If you can possibly believe (fall) for this illusion, then how can _____ (some obvious contradiction) be true?"

Convince them that has been more than enough 'reasonable doubt' presented that the accusations are unfounded, that they have too many holes in them to prove guilt beyond doubt; and that we are INNOCENT until proven guilty beyond doubt.

Finally, make sure each juror understands that each can vote NOT GUILTY, for any valid reason they see fit, independent of the others, the vote does not need to be unanimous. Stick to your convictions. Tell them that the only fully-informed and fully responsible vote possible, in light of what we have all seen and heard, is NOT GUILTY.

***Final Notes:** Remember to use all of the general strategies at the beginning of this guide, as your survival tools, in order to deal with the prosecutor and judge. Review your entire courtroom plan the day before the trial. Get plenty of sleep the night before, knowing that you are well prepared to defend your rights and expose as much of their fraud as necessary to win your case. Sleep and rest is much more valuable than staying up late cramming.

STRATEGY 13?

THE SENTENCING

PURPOSE: The Sentencing is just a formal slapping of your hand, because you have been 'naughty'. They are teaching you a 'lesson' that the People will soon learn about, so that everyone will abide by the rules which enslave them. Because you have been found guilty, you must 'pay'

some penalty back to the corporate State. Your purpose should be to either minimize your expenses, or to defer the case to Retrial or Appeal.

WHAT TO EXPECT: The judge will make a condescending speech to make you feel guilty or 'responsible' for what they did to you. Pay careful attention. During this hearing, the judge will politely and cleverly ask for your consent to pronounce sentence against you. Then the judge will ask you questions about how guilty you feel and how much money you have. They all want to know how stiff they can make the fines, in order to bring more money into the 'cash register' court. The prosecutor will try to make the judge believe that you have been a particularly vile and contemptible criminal, and ask for maximum penalties.

WHAT TO DO: You must decide whether to continue standing up for your rights, or to bail out and cut your losses. The rationale should be based on how you feel, and what you can hope to gain either way. You must weigh your pluses against your minuses. If you haven't paid them anything yet, and you can tolerate the waiting period, then you might as well stand firm, because many cases are won back in Appeal.

STRATEGY O: EXERCISE YOUR RIGHT OF ALLOCUTION - This will absolutely be your last chance to win without going to Retrial or Appeal. You are essentially going to refuse giving your implied consent to the Sentencing, and then go with the flow of how the judge responds. Speak with conviction. When the judge asks you "**Can you think of any reason why I should not sentence you now?**", or "**Do you have any Objections to being sentenced now?**", you **immediately say YES!**.

This is where you can make a concise speech: "**Yes, Your Honor, I Object to the sentencing at this time because, although the facts of the case may have been decided, the real issues of Law are still in question; and I give notice to this court that if I am sentenced at this time, I will raise my Objection to the appellate court, in the Nature of a writ of error.**"

The Judge might try to shoot you down by saying that writs of error have been abolished. So then you would respond. "**Yes I know; that's why I will raise my Objection in the NATURE of a writ of error; this makes my Objection a colorable writ, acceptable to a colorable court...**"

Then say finally: "**... And as I'm sure you're aware, that upon the acceptance of my Objection, the transcript of this case shall be brought forth by this court, at its own expense, and that each and every legal determination shall be reviewable because of my preservation of the legal issues at hand.**"

This should intimidate the judge into reversing the verdict and acquitting you of the case. If, and only if they still want to pronounce Sentence you can continue your Objection as follows:

Logically argue that what they have perpetrated upon you is not only an insult, but also a moral and civil crime against We the People, and that they could easily soon be facing charges of Treason, fines, and prison. Tell them you are aware of their controlling manipulations of procedure to create the appearance of being above the law, and under color of law, but because of the extent of their fraud and corruption, there is just no way to conceal it all completely from any reasonable investigation. Then tell them that the only power they have over you is that what you have freely given them. Thank them for the education, but now you know the Truth about them, and there is nothing more which you can possibly learn by virtue of their harassing and penalizing

you. And the only way to prevent the People from knowing the God's Truth that you have discovered is to murder YOU.

As you can see, this is a 'desperation' strategy, because you have already allowed them to take advantage of your inexperience, innocence, and/or ignorance, they have forced the judgment of Guilty upon you, using the corruptions of the system against you. Let the judge know that you will not give your consent to being sentenced, and that he/she is obliged to instead find a legitimate procedure to resolve the charges against you. The judge will be thinking twice about pronouncing sentence. You might even win by getting the case suspended indefinitely, because you have exposed the fraud that they must use to penalize you.

STRATEGY 1: PLEAD BROKE -- This helps you regardless of which way you decide to go. Tell them up front that you are sorry, but you have no money to give them. You are indigent; and you simply cannot afford to pay any of their fines or tributes. Tell them that you understand that the whole exercise, from the very start, has always been about taking your money under color of law. This lets them know that they have very little to gain by harassing you at penalizing you any further. They know that you know how fraudulent they are.

STRATEGY 2: ASK FOR RETRIAL - This is a what to try for if you feel you could do much better to win the game a 2nd time, and you can definitely identify and document specific defects in how the court handled your case. When you ask for or Motion the court for Retrial, it may not be granted, but it's worth a try, because of the extra time, and because you might finally win. You may have to schedule a separate Motions Hearing just to present your reasons why you should have a Retrial. Make sure one of the motions asks for a 'stay of execution' on your Sentence and Fines. This is a strategy to be used before you decide to appeal.

STRATEGY 3: APPEAL THE CASE - This is your best plan if you want to hang in there and win the game, especially if you feel you have a good chance to expose the unfair treatment you received by the lower court. The good news is that you can defer the payment of your Sentence and Penalties for a long time, until your Appeal is resolved. And this makes the court work even harder to steal your money; plus, because of all the fraud in the lower courts, you are more likely to win in your Appeal. This is because you will be placing in evidence, at the very least, all of the appealable issues you placed the judge on notice for during the trial.

Once you decide to Appeal, you do not need permission; it is your right. The judge will give you some time to give your notice. Just make sure that you Motion the court for a 'stay of execution' on your Sentence and Penalties until the resolution of your Appeal. The judge may force you to make bail as collateral for showing up in court when they call you. You can hire a bail bond person to guarantee your appearance.

When the court hears your motion, the judge will try to intimidate you with the 'transcript costs' and filing fees, because they will insist that you need a written transcript of your trial, in order to Appeal. When this happens, remind them that you have no money, but that you will still be appealing your case; you do not need a written transcript, and the court's original taped transcript will do perfectly for your needs, and that you give your permission for the district judge to listen to it.

The judge will be unnerved when you resist paying the stiff fees for the written transcript, and for filing, but only because they want to make sure that you lose money every step of the way. Then you can politely explain that since the original tape has more accurate information, and that since

it is the court (not you), which requires an additional written transcript, then it is obviously the court which should pay for it, because you prefer that the district judge listen to the obviously superior original tape.

If the judge refuses to cooperate further, then you can file a formal Notice and Demand and/or a separate Motion for Transcript Provided by the Court, in order to expose this tyranny (more time) before your case can be finally resolved. You will first have to write up an Affidavit of Poverty, and get it witnessed or notarized. Then use the appropriately labeled information in the Appendix for your 'Notice and Demand for Natural Right to Court Transcript' and/or your 'Motion for Transcript Provided by the Court'. Insist that your right to appeal is being denied its Due Process unless the court complies.

STRATEGY 4: PLEAD SORRY AND PAY UP - This admits defeat, but helps you to cut your losses and aggravation. The downside is that if you had really wanted to cut your losses, you should have pleaded guilty up front at the plea bargain; because they tend to make you pay less if you confess right away, without taking up their time. They always try to penalize you for standing up for your

rights. But this way, at least you're not facing the additional court costs, transcript fees, emotional stress, and the risk of losing, if you abort the mission now. At least it gets you out of the legal system.

STRATEGY 5: ?

NOTICE TO APPEAL

Your notice to appeal, from Strategy 3 above, is just a single page notice, that you send with the same type of letterhead as any of your Motions, that states you intent to file for Appeal. Be sure to include your case number. The court will send you back confirmation that they acknowledge your intent, and the judge will give you so many days to somehow get a copy of your trial transcript and submit your Appeal Brief.

The challenge is to type up your Appeal Brief without paying the cost of the written transcript (see above). The law says that you must refer to the trial proceedings 'with particularity' when you describe the court's defects and the judge's decisions that you are contesting in your Appeal Brief. This means that you need to be able to quote word-for-word exactly what was said during the trial.

Your first preference should be to exercise your natural right to have the court provide the transcript and fees, as described above. A second preference is to use the court tape recordings and notes, made by you and your counselors at the trial, to work out your Appeal strategy. Then you can estimate where on the court record tape to find the exact conversations involved. Then you can Motion the court to allow both you and the district judge listen to the tape, under supervision, so that you can get the exact conversations used into your Appeal Brief. It is possible to play the court record into a portable tape recorder; and it would not take too long for you and the bailiff to find the portions you are looking for, once you have estimated where to find them. If this becomes too much trouble, for either you or the court, then just pay the stenographer the fee for the written transcript and get it over with.

WRITING AND SUBMITTING THE APPEAL BRIEF

This is the most effort you will need to put out to finally win your case, because of all the typing involved. But if you, or a friend have a personal computer (Freedom Machine), then you can easily copy, cut, and paste the common and repeated sections. The good news is that if this is your first appeal in this particular court system, they will not expect you to know how to write the Appeal Brief, let alone a good one, because all the lawyers carefully guard the knowledge of how to do it, just as they try keep all of the standard legal information secret and 'proprietary'.

The Appendix provides an outline and samples for you to follow. Naturally you will have to develop your Arguments and customize your Brief to the details involved with your case, and the issues that you are appealing.

The Cover Letter simply states your intentions and reasons for submitting the appeal. The Table of Contents is self-explanatory. The Table of Authority simply lists the legal documents you are using to make your points and conclusions with. The Statement of the issues section simply summarizes the relevant legal questions implicated and raised by each issue. Each issue is then summarized in a Statement of Case, which briefly explains why the issue is in question. Finally, under each Statement of Case, is the detailed Argument supporting your case, followed by its own Conclusion. You may even include an optional Opposing Argument, to cover both sides. The Argument is a step-by-step legal and logical description of how the judge's or court's decision is in error, beginning with a list of legal references (i.e. laws and case decisions). The Conclusion is a brief statement of which of the judge's decisions has been contested by the previous discussion, and what ruling you expect from the district court of Appeals. This should be REVERSAL (Not Guilty), RETRIAL (try again), or ACQUITTAL (cancel the whole show). And the last page of your appeal brief should be an Order form, just like in your Motions, but with the new case number issued by the district court.

Your Appeal Brief must be as factual as you can make it. Do not exaggerate or imply anything, and do not use any offensive or subjective language. Your logic should be emotionless, but very complete, concise, and exacting. You are carefully leading the district judge to the same obvious deductive conclusions that you have reached. You are dispassionately exposing the Truth.

When you submit your appeal to the court (and the prosecutor), the lower court will assemble and prepare a list of all the paperwork they think or want the district judge to see, as your appeal package. They will give you so many days to review the list and/or contest it. So make sure that every last shred of court records and paperwork, that you want the district judge to see, is on that list. You may need to send them or file a Letter of Deficiency and Demand, to let them know which missing items need to be included. Make sure all of your written Motions and notices are included.

FOLLOWING UP THE APPEAL

Now it is their turn to sweat. You have faithfully exercised your duty as an American Citizen to stand up for your rights in the face of civil injustice. The district court now faces all your evidence of the corruptions and fraud of the lower court, and they must resolve all of the issues and court decisions which have been placed in evidence. Many of the county judges have very little grasp of how crooked the entire legal system really is; and it is the district Appeals court's job to rectify most of the fraud and corruption. They have all gambled that you would never have the sense, inclination, or wherewithal to bring the case all the way to Appeal; now they must deal with their false assumption.

It's just a matter of waiting for a decision, once you submit your appeal. Some courts make you wait a long time, sometimes indefinitely, before they decide what to do with your case. Sometimes, there is just too much embarrassment for their expected payoff, for them to be interested in, and you may be perfectly willing to leave your case in limbo, as long as your sentence and fines are indefinitely suspended.

You may also have available the following bonus option: Some States' statutes impose a time limit on how long the district judge may sit on your case before deciding. In Arizona, it's 90 days; and if the judge exceeds this time limit, he/she is supposed to forfeit his/her salary for that quarter in which the 90 days expired. The rationale is that since the judge's salary is based on hearing so many cases per year, they should not be paid the full amount if they haven't earned it, by ignoring your case. Find out what your State statutes say about Judges and their limitations. Rest assured, they do not want you to know about this one. If you file a Notice of Default and Demand requesting the judge to forfeit his/her salary, you have nothing to lose; because even if the judge were to now rule against you, it would be in extreme Bias against you, and you can then Recuse, invalidate the decision, and demand another judge, and repeat the process. Taking advantage of such a limitation on the judge, could be a guaranteed ruling in your favor. Happy trails.

BEING IN THE RIGHT

You already know that you are in the right, and that the system is unfair and stacked against you. But the fact remains that it is still your system as much as anyone's, and that you are in it, left to play by whatever rules you are allowed by those who are in control. So there is no point in arguing or becoming militant. You do not need to prove anything relating to Ego. By focusing on the Truth and standing in it, you maximize your chances of inspiring favorable responses in those around you. And you will soon be a master at this when you can consistently steer the officers, attorneys, and judges with your 'innocent' but revealing questions, so that they will eventually figure it out for themselves that you are in the right. If you beat them over the head with it, they will shut you down and become more militant. But if you can appeal to their sense of worth and respect, eventually they see that you have helped them learn something of value, in how they are dealing with the People.

RESOLUTION

So when you are finally done with your case, take pride in whatever the outcome. You have taken on a brave mission to stick up for your rights in the face of unfairness, corruption, abuse of power, and tyranny. You deserve congratulations for having the courage to stand up for your rights with integrity, purpose, and compassion for all People involved and affected.

You have played your cards in the poker game, to the best of your ability, with the strategy of a chess game, doing your best to cover your risks at every step. You are most likely sharing your Knowledge and Experience with a smile, and the opposition is most likely coming away with their Illusion partially dismantled, with a heck-of-an education. You have done your homework. You have done well in your efforts to win the game, even if you have been forced to lose.

PREPARATION

Congratulations You have done well to come into and embrace this knowledge. Know this Survival Guide inside and out. Make notes as necessary to clarify exactly what you want to adopt as your techniques, for each situation. Brush up on your knowledge of its contents periodically to

refresh your memory. Better yet, get your hands on everything you can find that relates to your case. Spend some quality time in a law library, 'browsing' and finding answers and info. Also, be sure to question and verify everything in this guide. Everyone has a different idea how best to do something, and a different understanding of law. Make use of it. Know your procedure and what your options are at every step, without having to stop to look them up, before you make any court appearance. You know that you will be facing professional vultures. You will be prepared whenever the time comes. Pleasant and powerful journeys. You deserve it.

The Nature of a Remedy

(With Previous Article)

By Jim Rivers and Obie One Kanobi

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The Nature Of A Remedy In A Totally Corrupt "Judicial" System

By Jim Rivers and Obie-One: Kanobi

What is the purpose of this white paper? In its simplest form, it is to address the question that is asked by almost every [so-called freeman] and inmate who has ever been railroaded by a totally corrupted so called "judicial system". For the individual who knows they have actually committed crimes against their fellow man, the outrage of being incarcerated is severely subdued by the self-admission of guilt and expectation of punishment if caught. So it is the truly outraged individual railroaded by the system who will be the most motivated to make the concerted effort to understand the information presented here and to pursue its remedy.

What Is The System?

Without a fundamental understanding of what the "system" actually is and some understanding of how it got that way, there is virtually no possibility of understanding and correctly implementing a remedy. The subject of what the "system" actually is, as opposed to what the system appears to be could easily encompass a 1000+ page book. A history book explaining the events of the past that led up to present state of the "system" could easily fill up several thousand pages. And even if such books were in your possession, would you make the effort to digest the information, and even more important, how could you know it was the truth, or was it just a bunch of half-baked 'theories' that fall apart upon the serious examination by objective analysis.

Obviously, this extremely brief paper will make no attempt to prove anything stated herein. Everything stated within regarding the "system" will of necessity be simply asserted as fact, firmly established as irrefutable, yet facts that will probably contradict everything you thought you understood about the system. You will either have to face up to the fact that you have been deceived and lied to all your life about almost everything you think you know, or you will remain a victim to the global financial prison that the entire world is now a part of, also referred to as the "system". For those of you (the vast majority of humanity) who believe that such an evil global system of grand deception and enslavement cannot possibly exist, the mere suggestion of it sounding like the utterances of those "conspiracy nuts", and usually dismissed as "kooks", I suggest you immediately cease reading any further since I have no intention of communicating with the hopelessly brain dead masses on these matters.

It goes against my nature to be simply making assertions that are not backed up with rigorous proof, but I am of necessity, going to have to just move forward and assert the facts as irrefutable truth. If you demand the truth in life without compromise, you will eventually come to the same truth about the "system". And what do I mean by the "system". The system consists of all the institutions that man has created to organize/control/sustain itself, in particular "government", "religion", and "commerce". There are no sharp demarcations between these 3 institutional entities, and in fact are so hopelessly intertwined, that I will refer to them as the "system". [See the first Matrix Movie again and again and again!]

The Foundational Facts To Understand

Fact #1) The "system" in today's world, on a global widespread basis, is now completely dominated/controlled by the forces of darkness, i.e. Satan/Lucifer/Devil. This is not some mystical, superstitious ravings. The dark forces are absolutely for real, are extremely ingenious in the science of controlling the peoples thinking, and control all governments of men, and the vast overwhelming majority of all religions, and in-particular, all of so-called Christendom (not true Christianity) represented by the harlot

upon the beast in Revelations Scripture. And for our analysis, the most important realization is that the dark forces totally control all the financial/economic systems, in particular banking, the principal control lever point of the commerce game and the resulting enslavement of all of mankind. There is ample if not massive confirmation that one indeed seems to be now well approaching the final battle of righteousness over Satan's pure evil.

Fact #2) Probably, as much as a little over 80% of the American people still believe that man's problems can be solved by political action, voting, having an informed opinion on political matters. They accept what they hear on the media and believe that authority can be trusted. Less than 10% of this group will ever realize how profoundly deceived they have been.

Fact #3) The world and all its resources, its most important being the human slave resources are in fact controlled by extremely wealthy and powerful families whose ingenious extortion strategies has become the foundation of the world economy (global economic slavery) through the creation of fictional indebtedness by imposition of centralized banking to ultimately deprive the people of all property and freedom.

Fact #4) Secret societies such as Illuminati (Luciferians), Freemasonry (33° level and above), and others are keepers of arcane knowledge that guarantees the keeping of ordinary people in political, economic, and spiritual bondage. Major breakthroughs in the sciences such as physics, medicine, engineering, etc. have long been consistently suppressed by these groups for purposes of maintaining plunder and control of the unthinking masses.

Fact #5) The original de-jure Republican form of government given to us by our founding fathers, referred to as the "united states of America" has been replaced by stealth and deception with a private, foreign owned and operated for profit (actually plunder) de facto corporate democracy (not a Republic), in actuality a municipal corporation of the District of Columbia, or the United States, UNITED STATES being incorporated in England (our former enemy) in 1878.

Fact #6) The STATE OF OHIO, or any "STATE OF _____" refer not to the legitimate de-jure Republic, a party to the Constitution for the united states of America, but are but unincorporated (no physical boundaries defined in their constitution) municipal corporate instrumentality of the UNITED STATES, fraudulently established under the Buck Act of 1940. These de facto government impersonators have no actual lawful authority over "any inhabitants" of the several states of the Union, being ultra vires, and nul tiel to the corporate charter. They are the purest form of total fraud and deception against the people.

Fact #7) All the "state" courts found within the STATE OF OHIO or any "STATE OF _____", being brought into existence under the fraudulent authority of "STATE OF _____", have never had any lawful authority over the inhabitants, only over the fictions they create and the trustees of those fictions, never the Sovereigns unless tricked into being a co-trustee.

Fact #8) In order to overcome the total lack of lawful authority over inhabitants in their bogus "courts", a fictional constructive trust (your name spelled in all Capitalization), in fact another federal instrumentality, is created under fraud to deceive the inhabitant into believing he is subject to the private copyrighted statutory whims of the de-facto corporate government impersonator.

Fact #9) All so called "judges" who in fact are in the business of enforcing private copyrighted statutes and codes, are judicial officers, but rather mere executive administrators of a private, for profit (plunder!) municipal corporation, having absolutely no legal/lawful authority over the Sovereign inhabitants.

Fact #10) The UNITED STATES and its instrumentalities such as "STATE OF _____": create constructive trusts named after inhabitants of the land (name spelled in all capital letters) in order to deprive the lawful inhabitant of his true identity and substantive rights and fraudulently make the inhabitant liable for the debts and obligations of the UNITED STATES and/or its instrumentalities.

Fact #11) The UNITED STATES and its instrumentalities (such as STATE OF _____) NEVER recognize lawful inhabitants of the land, and only recognize the fictitious creations of the UNITED STATES and its other instrumentalities.

Fact #12) The United States District Court as constituted in the several states a party to the Constitution are completely outlaw, illegitimate, constitutionally unauthorized, private "courts" impersonating the true Article III Courts referred to as "District Court of the United States" which no longer exists any where and cannot be elicited into existence by any known means.

Fact #13) The so-called "Supreme Court of the United States" is currently not functioning as an Article III Constitutionally authorized court, but rather only as the High Admiralty Court. They consistently assert "no comment" when confronted with the simple question "Are you the one supreme Court described in Article III of the Constitution for the United States of America?" Do you wonder why?

Fact #14) The corporate de facto democracy (not the de-jure Republic united states of America) went into bankruptcy in 1933 creating a legal vacuum, the void of which was filled by the fiction construct of fraud that led 'to the Judicial System' becoming the most corrupt legal system in the world without peer. An identified recent candidate for nomination to the Supreme Court of the United States, Edith Jones, Appellate judge, publicly stated "the American legal system IS corrupt almost beyond all recognition".

Fact #15) All so-called crime(s) are in fact strictly a commercial matter as stated in 27CFR 72.11 (CFR = Code of Federal Regulations).

Fact #16) Ever since June 5, 1933, because of the bankruptcy of the UNITED STATES, when House Joint Resolution 192 was unanimously passed I becoming public policy per Public Law 73-10, all products of the industrial/economic system are of legal/lawful necessity pre-paid; i.e. everything must be "paid" for by the government to preclude the charges of high treason against Congress, Secretary of Treasury, Board of Governors of Federal Reserve Bank, and the Comptroller of the Currency. This is an historical irrefutable fact that has been kept secret from you for over 93 years - Time to wake up maybe?

What Can We Conclude From These Facts?

Now, these particular assertions being stated as facts, the following conclusions can be readily arrived at.

- 1) Pursuing any remedy within the so-called "courts" is the proverbial "barking up the wrong tree" since the so-called "courts" have an immense financial incentive (as much as \$10,000/day per inmate) to convict any and everyone (innocent or guilty is totally irrelevant - the pretend "courts" only rake in the big bucks upon securing convictions at all costs or as a compromise, obtain lucrative bribes from its victims).
- 2) There exist virtually no men/women of integrity left anywhere in the so-called judicial system because potential whistle blowers are not tolerated (the exceptions are indeed far and few between and those remaining few are virtually powerless to help you).
- 3) Much as the Chicago mobster Al Capone was virtually untouchable against the direct activities he engaged in, he was vulnerable indirectly through issues of taxation.
- 4) The "courts" consisting of the Clerk of the Court, Prosecutor, Deputy Prosecutor, pretend "judge", and the Defense Attorney are all profoundly vulnerable to the issues of tax delinquency against their person for the bonds/bills (True Bills) being generated off the credit of its accused victims as products of statutes. A product of a statute is nothing different than let us say, a product of an industrial factory that builds automobiles. All these products are indeed prepaid, yet the people in their profound ignorance, are expected to somehow "pay" for these things, even though after the U.S. bankruptcy, the people no longer could "pay" their debts at law since it was now legally impossible (No precious metals backed the currency anymore after the confiscation of the gold by executive order)

We Forget Who The Real Sovereigns Are

It is precisely this inability of the people to "pay" at law their debts that empowers them under Public Law 73-10 to be able to exercise their exemption (exempt from paying) to achieve setoff (mutual cancellation of debt) for any and all debts that the Sovereign accepts.

We are all Sovereigns pursuant to the Unanimous Declaration (of Independence) of July 4, 1776, making us subject to no other men (only God - the Absolute Sovereign) - "All men are created equal..." Now do you remember? We being the Sovereign, are the only source of commercial energy, so all funds that exist within the economy ultimately belong to a Sovereign inhabitant of the land. No government has the capacity to generate any positive commercial energy, only to generate destruction, debt/death, a pure parasitical existence upon the productive energy of the Sovereigns. These concepts are not some pie in the sky mental exercise, but are the hard reality that the dark forces fully recognize and go to such lengths to keep hidden from us. With great ingenuity and cunning, the dark forces have attempted to totally neutralize these impediments to achieving total enslavement of Sovereigns by making them think they are subject to their servants, the greatest of all con jobs in the history of man.

Is There Anything We Can Do?

So how do we turn the table on the greed, total corruption, and infinite evil in control of this wicked system, to assert our Sovereignty, to restore the de-jure Republic where everyone is a Sovereign with no subjects, and put a stop to the domestic terrorism, rape, robbery, and pillaging being committed against the Sovereigns. Should we just wait for the promised 'Divine' destruction of the entire global system as guaranteed to eventually happen in the Scriptures (that admittedly has a 1000% batting average so far) or if we have the knowledge to do so, to put into actions that can free the unjustly incarcerated, and help set up circumstances that can severely curtail, if not cause to implode upon itself by its own accord, the criminal enterprise impersonating a judicial system.

Since the criminal enterprise impersonating the judicial system is protected /supported and mutually profiting from the plunder they generate, all the way to the Supreme Courts of both State and Federal venues (they actually are in the same one federal system since the State is a mere federal instrumentality), then we must seek remedy outside of the State and Federal so-called government (de facto) that has a superior position.

The UNITED STATES and its federal instrumentalities such as the "STATE OF _____" all went bankrupt in 1933 and went into receivership. The creditor in the bankruptcy is the International Monetary Fund (IMF) World Bank which uses their collection/enforcement branch, called the Internal Revenue Service, to service payments into the phony bankruptcy that is being used as a subterfuge to extort "money" from the people through the income tax scam.

The Federal Tax Forms Provide A Tool For Remedy.

The federal tax form always suggested for use for extortion of funds from individuals is the 1040 form, OMB No. 1545-0074, even though upon examination of the OFFICE OF MANAGEMENT AND BUDGET(OMB) I Congressionally mandated listings of what this form is to be used for show absolutely no applicability to the subject of Individual Income Tax. It is totally purposeless to "protest" any aspect of the surrealistic income tax scam. The form totally supports your tax position you will be asserting. An example federal tax form 1040 filed for JOHN Q. DOE (all capital letters designates a legal fiction/trust entity) is provided. Notice that the perjury statement states that you have examined the return and accompanying schedules and statements you make, and to the best of your knowledge and belief it is true, correct, and complete. This will work to your favor as we shall see and protect you.

I call your attention to line 21 and its attachment which contains a "statement" that certain issues were being held by Recipients. The eligible issues are the listed items. In the example, the "Appearance Bond" for Case # CR 555555 was listed. Since this bond was issued using your identity as the commercial energy

backing the bond, even though the Appearance Bond may have only been posted at arraignment, and never actually exercised, this changes nothing in the nature of the bond itself. What is necessary to understand is that the Bond is issued (posted) and obtains its value (commercial energy) from the credit/commercial energy of the actual living soul, the principal creditor that is being involved (compelled) to "Appear".

One may think the Appearance Bond is a worthless document if not exercised to obtain release until trial. But in fact, it is a commercial instrument having commercial value (Remember - All Crime is commercial) equal to the assigned amount.

The Prison/Penal Bonds

In fact there also exists other Bonds issued in a case which are so called "penal" bonds consisting of a series of 3 or 6 bonds all having OMB No. 90000045. It is these bonds (not shown in the example) which are all created behind your back without your knowledge or permission, yet receive their commercial energy from the living soul Sovereign. It is our understanding that these bonds are valued at \$2 Million/Count, where the 'counts' is the number of counts in the True Bill Indictment and/or the 'counts' of conviction. The first 3 bonds are the Bid Bond (SF24), Performance Bond. (SF25), and the Payment Bond (SF25A). The next 3 bonds with the same OMB Numbers are the Miller Act Bonds (SF273, SF274, SF275) which mayor may not apply to a state case as opposed to a federal case. Each Bond issued would constitute a so-called roll so the total sum of all these penal bonds could be 3 or 6 times \$2 Million times #Counts.

All These Bonds Are 1099 DID Eligible Issues

If you were also listing these as 1099 010 eligible issues, the amounts become quite large, and the numbers showing up on line 21 and 64 of the federal tax form 1040 would be considerably larger. For simplicity of example, they are not included (only the Appearance Bond) but can most certainly be included also. The description of these Bonds would be "All OMB No.:9000-0045 Bonds for case # CR 555555, STATE OF MYSTATE v. JOHN Q. DOE."

In addition to these case related bonds, one can also include such eligible issues as traffic tickets, commercial bills of any sort, tax bills, court judgments, in fact any and all commercial presentments whether issued to you or by you. Remember, all the products of the economic system are pre-paid by virtue of public policy and Public Law (P.L. 73-10), arising out of the necessity of there no longer existing constitutionally authorized money to "pay" at law with. Once they took away our gold/silver backing of the currency, that is mandated by our organic constitution in Article I, Section 10, making it impossible to "pay" at law for anything, the party (government) that seized the gold must under public policy; pay all the bills for us. It is our very inability to pay at law as a result of the executive order seizing the gold in 1933 that gives us the ability /authority to demand that the items be treated as pre-paid. As hard as this might be to accept because of your thorough brainwashing by the global economic prison you have lived in your entire life, Public Policy mandated by 73-10 (HJR 192) is an irrefutable fact of life, and many thousands of people have known of this reality all along but kept the truth from you.

The 1099 OID Taxes The Eligible Issue Back to Source

All these eligible issues can be indeed processed via a 1099 DID filing in order to tax the issue back to the source (ultimately you) for "settlement and closing of escrow in exchange" (without money), Treasury Direct, SS# (Social Security #). The 1099 010 essentially allows the issuing party to volunteer the issue(s) to be taxed. These issue(s) were previously in fact delinquent, deferred taxes that had the appearance of being abandoned property in that you never made any claim upon them. Upon identifying the eligible issue(s), we force these funds to be set aside in essentially a demand deposit account as a federal withholding for recovery as a refund "on the 1040 form at line 64".

The 1040 Establishes The Title To The Eligible Issue(s)

The 1040 form simply identifies title to the 1099 010 eligible issues as both being income to you (line 21), and as federal withholding (line 64). The commercial instruments/presentments can only obtain commercial energy/value from you, so you are the 'source, the-principal creditor. However, since you never

received actual spend-able funds (when they billed you, they failed to enclose a check to pay with - a dishonor in fact), the amount in question is all in a withholding status at the time of filing the 1040. The 1099 OID's filed earlier, effected a federal withholding on the funds that were being privately withheld (in reality a delinquent deferred tax - contraband - kept hidden from you unless you learn of its existence and tax it back.

A few other line items on the line 1040 need to be clarified. Since I have nothing to gain by claiming any exemptions (actually only a partial exemption at that) I simply do not bother, and put down -0-. It really does not matter. Also, on line 40, I take no deductions, because they are irrelevant to me. Now comes the more interesting part on line 44, the Tax. Notice that the line says "(see page 37)". Does that parenthetically enclosed phrase infer any legal duty you are swearing under penalty of perjury to have performed? Any items enclosed in parenthesis or brackets are strictly considered removed from the document in the legal sense but not always strictly adhered to. However in an ever more fundamental sense nothing on this "page37" is in any way legally incorporated as being a part of the 1040 form which you are attesting to only.

Line 44 is somewhat cleverly constructed to trick you into self assessing yourself some non-zero amount. As any serious student of income tax law has had drilled into his head, the Individual Income Tax is voluntary (contrary to every thing you have ever been lead to believe). Only the taxpayer can assess himself.

The IRS has absolutely no legal authority to assess the tax even though they will try to bluff you. The form, line 44 does not in any way preclude you from entering a zero. Even if they attempted to force you to assess a non-zero amount, you could simply 1099 DID that amount and tax that back to source also. They cannot win on this issue.

Filing The 1099 OID's

The example shows a 1099 010 and the accompanying 1096 that must go with it. The two sample enclosed letters show the correspondence sent to the prosecutor asking him to please file the 1099 010. It is also recommended that the Clerk of Court, all assistant prosecutors in your case, the "judge" also be added to the parties contacted. Since the people contacted all will refuse to file the 1099 OID's usually, even though it is required of them, they will all be in dishonor, and become as such eligible to appear in the report as a recipient of the payer. The head prosecutor as far as we are concerned, was the payor, who in actuality was pay~ from your account (without your knowledge or consent which translates to stealing your exemption), so in a sense you yourself were the hidden payer, the prosecutor acting as your agent without your knowledge. Normally, the filler of the form 1096 is the same party as the payer, but the fraud perpetuated upon you caused you to have to be the filler out of necessity.

Every party who dishonored your request in your first letter has become a holder-in-due-course of the federal tax liability, and hence should be listed as such in the recipient box by stating "holder-in-due-course" (date of dishonor is the date of first letter). There can be multiple recipients to the same eligible issue. In a sense, these dishonoring parties share the liability(ies) individually and severally, consistent with UCC 'holder-in-due-course' protocol.

In those cases where you issue as the payer an International Bill of Exchange (IBOE) or an International Promissory Note (IPN) [the preferred instrument to use is in conformance to the UNCITRAL Convention] to say a Clerk of Court for a fine or "court" cost, the recipient would be the Clerk of Court, and the payer is you, instead of the "agent" of you (a so-called Public servant). Any and 'everything issued' that receives its commercial value from you via your exemption has as its source you.

In Conclusion

This paper is a highly condensed (out of necessity) explanation of what you can do and who you really are. If you are operating with this described procedure, you are in complete conformance to the letter and intent of the law. The system may choose to attempt to intimidate you into not laying claim to what is right fully yours. Do you understand it well enough to be the belligerent claimant?

Satan's system does not want you to assert yourself. They will try to intimidate you into silence and acquiescence of the docile economic slave you currently are. All it takes for evil to prevail is for good men to do nothing. To quote Teddy Roosevelt: "One of the greatest shortcomings in contemporary society is the inability of many to distinguish between right and wrong, between good and evil, as well as the lack of the spirit to fight against injustice. Fundamentally, peace and our humanity must be backed up by the spirit to challenge what is wrong. A peace that acquiesces to rampant iniquity represents the bleak stillness of a spiritual graveyard. Shutting one's eyes to injustice is not tolerance; it is little more than cowardice and apathy". It is to those who agree with this, this paper is dedicated and addressed to.
[END]

After Thoughts

It was not made clear in the previous discussion, how and why this procedure effects the release of the individual. The corpus (body) is being warehoused by prison system as surety/collateral for the commercial instruments generated by the pretend courts discussed earlier. The criminal RICO enterprise uses your exemption to provide the commercial energy to give it value. When these commercial instruments (eligible issue(s) are taxed back to source by the Sovereign (who in fact is the ultimate source), the accused has now successfully closed escrow on the Treasury 'Direct account (your SS#), so no surety can now be maintained on the instrument. Also, since the escrow is closed, the means of stealing from ones exemption is closed off. One needs an open escrow to scam the account. Therefore, they can no longer pay for your warehousing expenses, and the deferred taxes must be set aside for withholding, and if they cannot produce the funds, someone in the system will have to become the scapegoat, and go to prison, effectively replacing you.

Also, as some have correctly guessed, this method can be used to eliminate mortgages, car loans, and credit card balances since all these commercial contracts are all totally fraudulently. The so-called lender never "lent" you any "money", they have nothing at risk. They simply stole the funds for the alleged loan from your exemption, and trick you into "paying" back what they never lent you. This is the ultimate scam indeed.' This subject is however beyond the scope of this paper.



Mr. Ima Real Crook, Prosecutor MyCounty County
5 South 5th Street
MyCity,. MyState, 55555

Remedy - 11
January 10, 2006
John-Quickey: Doe
via JOHN Q. DOE trust
555 West 5th Street
MyCity, MyState [55555]

[Add others here as well]

Dear Sir,

Would your accountant please prepare and file Federal Tax Form 1099 01D (Original Issue Discount) to cover the eligible issues (products of statutes) in this case # CR 555555 - STATE OF MYSTATE v. JOHN Q. DOE. The eligible issue(s) in this matter consist of:

- 1) Appearance Bond in the amount of \$500,000.
- 2) Any other Bonds subsequent to the True Bill Indictment [Could ~ Penal & Tds ~]

Please provide me with my copy of this 1099 010 form as well as the forensic accounting, corresponding to FinCEN Form 101, "Suspicious Activity Report".

The tax in question is the original issue discount. The filing of the 1099 010 is not mandatory on my part (voluntary), but upon request by me becomes mandatory upon you, and if not complied with, constitutes a "willful failure to file for income tax".

The filing of the 1099 010 is to enable the tax charge to return to the source for settlement and closing of escrow in exchange, Treasury Direct, SS# 555 55 5555. After filing, please return to my possession all the corresponding property that belongs to me.

If a response is not received from you within 10 days of receipt of this letter, it will be assumed you have chosen to dishonour me.

Sincerely,

your name here

CERTIFICATE OF HAILING

On this _____ day of _____, 2006, I personally placed this letter into a postage-pre-paid 1st-class-envelope addressed to the above address, and deposited it into a mail box provided for at this facility for U.S. Mail.

/s/ _____
name here

Witnesses:

name here

name here

name here

Remedy - 12 Date: FeD 5, 2006

Ima Real Crook, Prosecutor MyCounty County
5 South 5th Street
MyCity, MyState, 55555

John-Quicey: Doe
via JOHN Q. DOE
555 West 5th Street
MyCity, MyState [55555]

RE:Your Failure to file federal tax form 1099 OID Notice of request for Tax ID Mumber

Dear MR. Crook

On the date of 10/10/06, you were requested to file the federal tax form 1099 010 on certain eligible issue(s) in order to effect the return to source for full settlement and closing of escrow in exchange, Treasury Direct SS#555-55-5555. The 1099 DID tax form identifies the Respondent therein, who used funds from the source to create the product from which the eligible issue(s) derived from.

You choose to refuse to file the said tax form or otherwise fail to file it (willful failure to file), making you a participant in an international contract (a small claim), and your name becomes eligible to appear in the tax report as a recipient of the payer, who is identified in the eligible issue/bill/ bond/etc. You have knowledge/access to the value and other information to report /file the federal tax form and you are now holding a tax liability until you make settlement, by return to the "source" (which is what the filing of the 1099 010 does), and that source is eligible for a tax refund.

You are the holder-in-due-course of the eligible issue(s) for the value stated herein and that value being a federal tax liability, you are in possession of tax revenue that you get rid of by effecting the refund to the source Treasury Direct Social Security Number that the eligible issue(s) was intended. Once you dishonour, **you cannot go backwards!**

Since you have persisted in refusing (dishonouring) to make the requested filings as requested, I am hereby requesting you provide me your federal tax ID. No., for inclusion as a Recipient on the 1099 DID. If you refuse to provide me this information, than I shall designate this information as having been "REFUSED" on the federal tax form 1099 OID.

Considering your now serious tax delinquency of deferred taxes on this eligible issue(s), you will only be allowed 5 working days. (unless more time is requested immediately) from receipt of this letter to ameliorate your "willfull failure to file", or else further actions shall commence at the federal level and a FinCEN 101 report issued on the matter if applicable.

Unless notified to the contrary by you within the allotted time, on the information required on the 1099 OID filing, the Payer shall be listed as being the originator of the eligible issue(s), the Payer tax Id No. as being "REFUSED" (by virtue of your refusal to file said form), the Recipient as being you, Recipient Tax ID Number as being "REFUSED", and the address and phone number as shown on your mailing if provided, and the value(s) of the eligible issue(s) will be as designated on the issue or if unknown, as being my best guess estimate.

Sincerely,

your name here

CERTIFICATE OF HAILING

On this _____ day of _____, 2006, I personally placed this letter into a postage-pre-paid 1st-class-envelope addressed to the above address, and deposited it into a mail box provided for at this facility for U.S. Mail.

/s/ _____
name here

Witnesses:

name here

name here

name here

Remedy - 11 (Rev 6/2/06)
Date Dec 15, 2005

Mr. Ima Real Crook, Prosecutor
MyCounty County
5 South 5th Street
MyCity, MyState 55555

John Quicey Doe
via the JOHN Q DOE trust
555 West 5th Street
MyCity, MyState
[55555]

Ms Takyu Too Kleanors, Assistant Prosecutor
5 South 5th Street, 5th Floor
MyCity, MyState 55555

Mr. N. Joy Rapin, Attorney at Law
Rapin, Robin, and Peillage Assoc.
55 South 55th Street
MyCity, MyState 55555



JUN 26 2006

Dear Sir/Madam,

Would your accountant please prepare and file federal tax forms 1096/1099 OID (Original Issue Discount) to cover the eligible issues (products) in this matter. The products in question constitute the eligible issues described as follows:

- These issues relate to Case # CR 555555, at the Court of Common Pleas, MyCounty County, Ohio, STATE OF MYSTATE v. JOHN Q. DOE.
- 1) The Appearance Bond in the amount of ;
 - 2) The Penal Bonds with OMB No:9000-0045, Standard Forms 24,25,25A,273,274,275 (Bid, performance, payment, Reinsurance Agreement For A Miller Act Performance, Payment, In Favor Of The United States Bonds)(estimated amount shown on 1099 OID forms inclosed).
 - 3) Any other bonds subsequent to and including the True Bill Indictment.

All the above eligible issues listed above (1-3) are all being withheld.

All these product(s) in issue is (are) prepaid, and I am in need of information of your business plan to process prepayments in order to facilitate the tax report of the federal withholding to the IRS as taxable income to me. You did not provide me with a check or money order in order to pay for the product of your withholding which constitutes a dishonour in itself. Any dishonour/denial in this matter on your part admits this settlement to be a tax recovery issue. The IRS will want to know where the funds are that are being withheld. Please tell me how to proceed in order to make settlement.

The tax in question is the original issue discount. The filing of the 1099 OID is to enable the tax charge to return to the source for settlement and closing of escrow in exchange, Treasury Direct, SS# 555-55-5555. After filing please return to my possession all the corresponding property that belongs to me. If you do not intend to comply with my request, then please provide me with your tax identification #.

Your refusal makes you a participant in an international contract (a small claim), and your name becomes eligible to appear in the tax report as a recipient of the payer, who is identified in the eligible issue/bill/bond/etc. You have knowledge/access to the value and other information to report/file the federal tax form and you are now holding a tax liability until you make settlement, by return to the source (which is what the filing of the 1099 OID does), and that source is eligible for a tax refund. You would become the holder-in-due-course of the eligible issue(s) for the value stated herein, that value being a federal tax liability.

If I do not hear from you within 5 working days of receipt of this letter, the enclosed 1099 OID tax forms will be deemed correct for filing with the IRS.

Sincerely,

John Q Doe

CERTIFICATE OF MAILING

On this 15th day of December, 2005, I personally placed this letter into a postage pre-paid envelope addressed to the above address(es), and deposited it(them) into a mail box provided for at this facility for U.S. mail.

x *John Q Doe*
Mailer

x *Martha Stewart*
Witness to mailing

2005

(Rev. March 2005)

Form **1096**
Department of the Treasury
Internal Revenue Service

Annual Summary and Transmittal of U.S. Information Returns

FILER'S name
JOHN Q. DOE

Street address (including room or suite number)
555 West 5th Street

City, state, and ZIP code
MyCity, MyState, 55555

Name of person to contact
John Q. Doe

Telephone number
()

Email address

Fax number
()

For Official Use Only



1 Employer identification number **555555555** 2 Social security number **555-55-5555** 3 Total number of forms **4** 4 Federal income tax withheld **\$6,125,000.00 (est)** 5 Total amount reported with this Form 1096 **\$6,125,000.00 (est)**

Enter an "X" in only one box below to indicate the type of form being filed. If this is your final return, enter an "X" here.

W-2G 32 <input type="checkbox"/>	1098 81 <input type="checkbox"/>	1098-C 78 <input type="checkbox"/>	1098-E 84 <input type="checkbox"/>	1098-T 83 <input type="checkbox"/>	1099-A 80 <input type="checkbox"/>	1099-B 79 <input type="checkbox"/>	1099-C 85 <input type="checkbox"/>	1099-CAP 73 <input type="checkbox"/>	1099-DIV 91 <input type="checkbox"/>	1099-G 86 <input type="checkbox"/>	1099-H 71 <input type="checkbox"/>	1099-INT 92 <input type="checkbox"/>	1099-LTC 93 <input type="checkbox"/>
1099-MISC 95 <input type="checkbox"/>	1099-OID 96 <input checked="" type="checkbox"/>	1099-PATR 97 <input type="checkbox"/>	1099-Q 31 <input type="checkbox"/>	1099-R 98 <input type="checkbox"/>	1099-S 75 <input type="checkbox"/>	1099-SA 94 <input type="checkbox"/>	5498 28 <input type="checkbox"/>	5498-ESA 72 <input type="checkbox"/>	5498-SA 27 <input type="checkbox"/>				

Return this entire page to the Internal Revenue Service. Photocopies are not acceptable.

Under penalties of perjury, I declare that I have examined this return and accompanying documents, and, to the best of my knowledge and belief, they are true, correct, and complete.

Signature ▶ *John Q Doe*

Title ▶

Date ▶ *2/27/06*

Instructions

Purpose of form. Use this form to transmit paper Forms 1099, 1098, 5498, and W-2G to the Internal Revenue Service. Do not use Form 1096 to transmit electronically or magnetically. For magnetic media, see Form 4804, Transmission of Information Returns Reported Magnetically; for electronic submissions, see Pub. 1220, Specifications for Filing Forms 1098, 1099, 5498, and W-2G Electronically or Magnetically.

Who must file. The name, address, and TIN of the filer on this form must be the same as those you enter in the upper left area of Forms 1099, 1098, 5498, or W-2G. A filer includes a payer; a recipient of mortgage interest payments (including points) or student loan interest; an educational institution; a broker; a barter exchange; a creditor; a person reporting real estate transactions; a trustee or issuer of any individual retirement arrangement, a Coverdell ESA, an HSA, an Archer MSA (including a Medicare Advantage MSA); certain corporations; certain donees of motor vehicles, boats, and airplanes; and a lender who acquires an interest in secured property or who has reason to know that the property has been abandoned.

Preadressed Form 1096. If you received a preaddressed Form 1096 from the IRS with Package 1099, use it to transmit paper Forms 1099, 1098, 5498, and W-2G to the Internal Revenue Service. If any of the preprinted information is incorrect, make corrections on the form.

If you are not using a preaddressed form, enter the filer's name, address (including room, suite, or other unit number), and TIN in the spaces provided on the form.

When to file. File Form 1096 with Forms 1099, 1098, or W-2G by February 28, 2006. File Form 1096 with Forms 5498, 5498-ESA, and 5498-SA by May 31, 2006.

Where To File

Send all information returns filed on paper with Form 1096 to the following:

If your principal business, office or agency, or legal residence in the case of an individual, is located in	Use the following Internal Revenue Service Center address
Alabama, Arizona, Florida, Georgia, Louisiana, Mississippi, New Mexico, North Carolina, Texas, Virginia	Austin, TX 733
Arkansas, Connecticut, Delaware, Kentucky, Maine, Massachusetts, New Hampshire, New Jersey, New York, Ohio, Pennsylvania, Rhode Island, Vermont, West Virginia	Cincinnati, OH 459
Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Oklahoma, South Carolina, South Dakota, Tennessee, Wisconsin	Kansas City, MO 64

9696

VOID

CORRECTED

PAYER'S name, street address, city, state, ZIP code, and telephone no. Ima Real Crook, Prosecutor MyCounty County 5 South 5th Street MyCity, MyState, 55555		1 Original issue discount for 2005 \$ 125,000.00	OMB No. 1545-0117 2005 Form 1099-OID
		2 Other periodic interest \$ -0-	
PAYER'S Federal identification number (Refused)	RECIPIENT'S identification number (Redused)	3 Early withdrawal penalty \$ -0-	4 Federal income tax withheld \$ 125,000.00
RECIPIENT'S name Ms. Takyu Too Kleaners Assistant Prosecutor		5 Description Appearance Bond, Case # CR555555, STATE OF MYSTATE v. JOHN Q. DOE	
Street address (including apt. no.) 5 South 5th Street, 5th Floor		6 Original issue discount on U.S. Treasury obligations \$ -0-	
City, state, and ZIP code MyCity, MyState 55555		7 Investment expenses \$ -0-	
Account number (see instructions) 555-55-5555	2nd TIN not <input type="checkbox"/>		

Original Iss
Discou

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Service Cen
File with Form 10
For Privacy
and Paperw
Reduction
Notice, see
2005 Gene
Instructions
Forms 1099, 10
5498, and W-

Form 1099-OID

Cat. No. 14421R

Department of the Treasury - Internal Revenue Service

Do Not Cut or Separate Forms on This Page

Do Not Cut or Separate Forms on This Page

9696

VOID

CORRECTED

PAYER'S name, street address, city, state, ZIP code, and telephone no. Ima Real Crook, Prosecutor MyCounty County 5 South 5th Street MyCity, MyState, 55555		1 Original issue discount for 2005 \$ 125,000.00	OMB No. 1545-0117 2005 Form 1099-OID
		2 Other periodic interest \$ -0-	
PAYER'S Federal identification number (Refused)	RECIPIENT'S identification number (Refused)	3 Early withdrawal penalty \$ -0-	4 Federal income tax withheld \$ 125,000.00
RECIPIENT'S name Mr. N. Joy Rapin, Attorney at Law Rapin, Robin, and Peillage Assoc.		5 Description Appearance Bond, Case # CR555555, STATE OF MYSTATE v. JOHN Q. DOE	
Street address (including apt. no.) 55 South 55th Street		6 Original issue discount on U.S. Treasury obligations \$ -0-	
City, state, and ZIP code MyCity, MyState 55555		7 Investment expenses \$ -0-	
Account number (see instructions) 555-55-5555	2nd TIN not <input type="checkbox"/>		

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Form 1099-OID

Cat. No. 14421R

Department of the Treasury - Internal Revenue Service

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PAYER'S name, street address, city, state, ZIP code, and telephone no. Ima Real Crook, Prosecutor MyCounty County 5 South 5th Street MyCity, MyState 55555		1 Original issue discount for 2005 \$ 6,000,000. (est)	OMB No. 1545-0117 2005 Form 1099-OID
		2 Other periodic interest \$ -0-	
PAYER'S Federal identification number (Refused)	RECIPIENT'S identification number (Refused)	3 Early withdrawal penalty \$ -0-	4 Federal income tax withheld \$ 6,000,000.00 (est)
RECIPIENT'S name Ms. Takyu Too Kleaners Assistant Prosecutor		5 Description All OMB No.: 9000-0045 Bonds Case# CR555555, STATE OF MYSTATE v. JOHN Q. DOE	
Street address (including apt. no.) 5 South 5th Street, 5th Floor		6 Original issue discount on U.S. Treasury obligations \$ -0-	
City, state, and ZIP code MyCity MyState 55555		7 Investment expenses \$ -0-	

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PAYER'S name, street address, city, state, ZIP code, and telephone no. Ima Real Crook, Prosecutor MyCounty County 5 South 5th Street MyCity, MyState 55555		1 Original issue discount for 2005 \$6,000,000.00 (est)	OMB No. 1545-0117 2005 Form 1099-OID
		2 Other periodic interest \$ -0-	
PAYER'S Federal identification number (Refused)	RECIPIENT'S identification number (Refused)	3 Early withdrawal penalty \$ -0-	4 Federal income tax withheld \$6,000,000.00 (est)
RECIPIENT'S name Mr. N. Joy Rapin, Attorney at Law Rapin, Robin, and Peillage Assoc.		5 Description All OMB No.:9000-0045 Bonds Case # CR555555, STATE OF MYSTATE v. JOHN Q. DOE	
Street address (including apt. no.) 55 South 55th Street		6 Original issue discount on U.S. Treasury obligations \$ -0-	
City, state, and ZIP code MyCity, MyState 55555		7 Investment expenses \$ -0-	
Account number (see instructions) 555-55-5555	2nd TIN not. <input type="checkbox"/>		

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Form 1099-OID

Cat. No. 14421R

Department of the Treasury - Internal Revenue Service

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PAYER'S name, street address, city, state, ZIP code, and telephone no.		1 Original issue discount for 2005 \$	OMB No. 1545-0117 2005 Form 1099-OID
		2 Other periodic interest \$	
PAYER'S Federal identification number	RECIPIENT'S identification number	3 Early withdrawal penalty \$	4 Federal income tax withheld \$
RECIPIENT'S name		5 Description	
Street address (including apt. no.)		6 Original issue discount on U.S. Treasury obligations \$	
City, state, and ZIP code		7 Investment expenses \$	
Account number (see instructions)	2nd TIN not. <input type="checkbox"/>		

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Form 1099-OID

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PAYER'S name, street address, city, state, ZIP code, and telephone no.		1 Original issue discount for 2005 \$	OMB No. 1545-0117 2005 Form 1099-OID
		2 Other periodic interest \$	
PAYER'S Federal identification number	RECIPIENT'S identification number	3 Early withdrawal penalty \$	4 Federal income tax withheld \$
RECIPIENT'S name		5 Description	
Street address (including apt. no.)		6 Original issue discount on U.S. Treasury obligations \$	
City, state, and ZIP code		7 Investment expenses \$	

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Form **1040**

Department of the Treasury—Internal Revenue Service
U.S. Individual Income Tax Return 2005

(O) IRS Use Only—Do not write or staple in this space.

Label

(See instructions on page 16.)
Use the IRS label.
Otherwise, please print or type.

LABEL HERE	For the year Jan. 1–Dec. 31, 2005, or other tax year beginning _____, 2005, ending _____, 20		OMB No. 1545-0074
	Your first name and initial JOHN Q.	Last name DOE	Your social security number 555: 55 5555
	If a joint return, spouse's first name and initial	Last name	Spouse's social security number
	Home address (number and street). If you have a P.O. box, see page 16. 555 West 5th Street		Apt. no.
	City, town or post office, state, and ZIP code. If you have a foreign address, see page 16. MyCity, MyState, 55555		Checking a box below will not change your tax or refund. ▲ You must enter your SSN(s) above. ▲

Presidential Election Campaign

Check here if you, or your spouse if filing jointly, want \$3 to go to this fund (see page 16) You Spouse

Filing Status

Check only one box.

- 1 Single
- 2 Married filing jointly (even if only one had income)
- 3 Married filing separately. Enter spouse's SSN above and full name here. ▶
- 4 Head of household (with qualifying person). (See page 17.) If the qualifying person is a child but not your dependent, enter this child's name here. ▶
- 5 Qualifying widow(er) with dependent child (see page 17)

Exemptions

If more than four dependents, see page 19.

6a Yourself. If someone can claim you as a dependent, do not check box 6a

b Spouse

c Dependents:		(2) Dependent's social security number	(3) Dependent's relationship to you	(4) <input checked="" type="checkbox"/> If qualifying child for child tax credit (see page 19)
(1) First name	Last name			
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

d Total number of exemptions claimed Add numbers on lines above ▶ **0**

Income

Attach Form(s) W-2 here. Also attach Forms W-2G and 1099-R if tax was withheld.

If you did not get a W-2, see page 22.

Enclose, but do not attach, any payment. Also, please use Form 1040-V.

7	Wages, salaries, tips, etc. Attach Form(s) W-2	7	50,000.00
8a	Taxable interest. Attach Schedule B if required	8a	-
b	Tax-exempt interest. Do not include on line 8a	8b	-
9a	Ordinary dividends. Attach Schedule B if required	9a	-
b	Qualified dividends (see page 23)	9b	-
10	Taxable refunds, credits, or offsets of state and local income taxes (see page 23)	10	-
11	Alimony received	11	-
12	Business income or (loss). Attach Schedule C or C-EZ	12	-
13	Capital gain or (loss). Attach Schedule D if required. If not required, check here <input type="checkbox"/>	13	-
14	Other gains or (losses). Attach Form 4797	14	-
15a	IRA distributions	15a	-
b	Taxable amount (see page 25)	15b	-
16a	Pensions and annuities	16a	-
b	Taxable amount (see page 25)	16b	-
17	Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E	17	-
18	Farm income or (loss). Attach Schedule F	18	-
19	Unemployment compensation	19	-
20a	Social security benefits	20a	-
b	Taxable amount (see page 27)	20b	-
21	Other income. List type and amount (see page 29) See Attachment.	21	6,125,000
22	Add the amounts in the far right column for lines 7 through 21. This is your total income ▶	22	6,175,000

Adjusted Gross Income

23	Educator expenses (see page 29)	23	-
24	Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106 or 2106-EZ	24	-
25	Health savings account deduction. Attach Form 8889	25	-
26	Moving expenses. Attach Form 3903	26	-
27	One-half of self-employment tax. Attach Schedule SE	27	-
28	Self-employed SEP, SIMPLE, and qualified plans	28	-
29	Self-employed health insurance deduction (see page 30)	29	-
30	Penalty on early withdrawal of savings	30	-
31a	Alimony paid	31a	-
b	Recipient's SSN ▶		
32	IRA deduction (see page 31)	32	-
33	Student loan interest deduction (see page 33)	33	-
34	Tuition and fees deduction (see page 34)	34	-
35	Domestic production activities deduction. Attach Form 8903	35	-

Tax and Credits

Standard Deduction for—

• People who checked any box on line 39a or 39b or who can be claimed as a dependent, see page 36.

• All others:

Single or Married filing separately, \$5,000

Married filing jointly or Qualifying widow(er), \$10,000

Head of household, \$7,300

38 Amount from line 37 (adjusted gross income) 6,175,000
39a Check [] You were born before January 2, 1941, [] Blind. Total boxes checked 39a
[] Spouse was born before January 2, 1941, [] Blind.
b If your spouse itemizes on a separate return or you were a dual-status alien, see page 35 and check here 39b
40 Itemized deductions (from Schedule A) or your standard deduction (see left margin) 0
41 Subtract line 40 from line 38 6,175,000
42 If line 38 is over \$109,475, or you provided housing to a person displaced by Hurricane Katrina, see page 37. Otherwise, multiply \$3,200 by the total number of exemptions claimed on line 6d 0
43 Taxable income. Subtract line 42 from line 41. If line 42 is more than line 41, enter -0- 6,175,000
44 Tax (see page 37). Check if any tax is from: a [] Form(s) 8814 b [] Form 4972 0
45 Alternative minimum tax (see page 39). Attach Form 6251 -
46 Add lines 44 and 45 0
47 Foreign tax credit. Attach Form 1116 if required -
48 Credit for child and dependent care expenses. Attach Form 2441 -
49 Credit for the elderly or the disabled. Attach Schedule R -
50 Education credits. Attach Form 8863 -
51 Retirement savings contributions credit. Attach Form 8880 -
52 Child tax credit (see page 41). Attach Form 8901 if required -
53 Adoption credit. Attach Form 8839 -
54 Credits from: a [] Form 8396 b [] Form 8859 -
55 Other credits. Check applicable box(es): a [] Form 3800 -
b [] Form 8801 c [] Form -
56 Add lines 47 through 55. These are your total credits 0
57 Subtract line 56 from line 46. If line 56 is more than line 46, enter -0- 0

Other Taxes

58 Self-employment tax. Attach Schedule SE -
59 Social security and Medicare tax on tip income not reported to employer. Attach Form 4137 -
60 Additional tax on IRAs, other qualified retirement plans, etc. Attach Form 5329 if required -
61 Advance earned income credit payments from Form(s) W-2 -
62 Household employment taxes. Attach Schedule H -
63 Add lines 57 through 62. This is your total tax 0

Payments

If you have a qualifying child, attach Schedule EIC.

64 Federal income tax withheld from Forms W-2 and 1099 6,125,000
65 2005 estimated tax payments and amount applied from 2004 return -
66a Earned income credit (EIC) -
b Nontaxable combat pay election 66b -
67 Excess social security and tier 1 RRTA tax withheld (see page 59) -
68 Additional child tax credit. Attach Form 8812 -
69 Amount paid with request for extension to file (see page 59) -
70 Payments from: a [] Form 2439 b [] Form 4136 c [] Form 8885 -
71 Add lines 64, 65, 66a, and 67 through 70. These are your total payments 6,125,000

Refund

Direct deposit? See page 59 and fill in 73b, 73c, and 73d.

72 If line 71 is more than line 63, subtract line 63 from line 71. This is the amount you overpaid 6,125,000
73a Amount of line 72 you want refunded to you 6,125,000
b Routing number
c Type: [] Checking [] Savings
d Account number
74 Amount of line 72 you want applied to your 2006 estimated tax 74

Amount You Owe

75 Amount you owe. Subtract line 71 from line 63. For details on how to pay, see page 60 75
76 Estimated tax penalty (see page 60) 76

Third Party Designee

Do you want to allow another person to discuss this return with the IRS (see page 61)? [] Yes. Complete the following. [X] No
Designee's name Phone no. Personal identification number (PIN)

Sign Here

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.
Your signature Date Your occupation Daytime phone number
by: John Q. Doe 4/15/06 Authorized Representative of JOHN Q. DOE
Spouse's signature. If a joint return, both must sign. Date Spouse's occupation

Paid Preparer's Use Only

Preparer's signature Date Check if self-employed [] EIN
Firm's name (or yours if self-employed)

JOHN Q. DOE SS# 555-55-5555
FORM 1040 (2005) ATTACHMENT FOR LINES 21 AND 64

Line 21 - Other Income

From issues still being held by Recipient(s) - See 1099 OID forms.
Eligible issues listed below:

- | | |
|---|-----------------------|
| 1) Appearance Bond, Case # CR 555555, STATE OF MYSTATE
v. JOHN Q. DOE, MyCounty County, MyState | \$125,000.00 |
| 2) All OMB No.:9000-0045 Bonds, Case# CR 555555, STATE
OF MYSTATE v. JOHN Q. DOE, MyCounty County, MyState | \$6,000,000.00(est) |
| Total | <u>\$6,125,000.00</u> |

Line 64 - Federal Income Tax withholding by 1099 OID filing.
See same list as above for line 21

by: John Q Doe

Here is a sample letter that can be used by any "Railroaded" prisoner with the "assumed charges", to challenge the detainer holding you in prison. This letter seeks certain information from the point where the derivatives assume and attach the credit of the particular SS# on the Residential Roll. Their failure to respond results in the 1099 OID being filed with the County Attorney where prosecuted being the payer, and the County Prosecutor of the prison location becoming the Recipient on the 1099 OID Federal Tax Form. The eligible issue in this case is the Appearance Bond established at arraignment. In some cases, the Payer and Recipient are the same party. A Federal Tax Form 1040 or 1040X will also be needed to establish your claim on the eligible issue. As usual, your own SS# will be in the account number box on the 1099 OID, and the "Corrected" box should always be checked to prevent identity theft.

Mr. Larry E. Beal
Hocking County Prosecutor
88 S. Market Street
Logan, OH 43138-1221

Ima R. Inmate
via the IMA R. INMATE trust
Warehouse # A 555555
c/o Hocking Correctional Facility
P.O. Box 59
Nelsonville Ohio state
[45764-0059]

Dear Mr. Beal,

As shown by my address above, I am currently residing in Nelsonville. I am inquiring to determine if my name and Social Security No. 555-55-5555 is on the Roll of that Residential Unit. If this be not the case, than where is it listed to comply with Cemetary Laws that are overseen by the U.S. Marshal Service, making it a Federal matter? This information is needed to determine the State, Federal and Municipal taxes for my account.

If you so choose to withhold this information from me, then your name is eligible to appear on the 1099 OID Federal Tax Form as the Recipient of the Appearance Bond set on me at arraignment. The enclosed 1099 OID will be deemed correct for filing if I do not hear from you in 10 business days. Thank you for your prompt attention to this urgent matter.

Sincerely,

Ima R Inmate

CERTIFICATE OF MAILING

On this _____ day of _____, 2006, I personally placed this letter into a postage prepaid envelope addressed to the above party and deposited it into a mail box provided for U.S. mail.

x

Mailer

x

Witness to mailing

An Overlooked Idea

There is one single overlooked idea in the commercial activities we are involved/engaged in and too many thoughts may overshadow the answer.

Whatever venture we are engaged with, we will be unable to make settlement because, there is no CLOSURE on the issue. The reason is, there is no return to the SOURCE. That return cannot be made by dollars because dollars are measured in whole numbers. A return to the "source" must be made electronically so therefore the units of measure must be in International Units of Revenue - Not Dollars- Re-Venue. You should not attempt to purchase something that is in the wrong venue. You need to be in the Re-Venue. And since we identify the International Unit as Revenue, that is what must be used to pay a bill. The only way we have found to obtain Revenue to do this is to have your tax preparer file Federal Tax Form 1099 OID on the issue and ask him to give you an advance on the tax refund. The tax refund comes from the "SOURCE" as that is where the 1099 report returns to the "SOURCE". You must remember that the Revenue travels in Electronic circuits in return to the source. Dollars are not eligible units to travel electronically as they are measured in whole numbers. Dollars go wire transfer which originates with a debt instrument.

Maybe I can simplify my comments by saying you might take your bills to H&R Block and ask them to file the Federal Tax Form 1099 OID on your issues and give you the advance on the tax refund. H & R Block will get the tax refund based on the discount to maturity. Thus your advance will come in tax paid dollars, a closed escrow no longer open to the public. It is these open escrows where criminal charges are taken from and assumed when escrow closes, with the voluntary 1099 tax report. There is no longer anywhere for "agent Provocateurs" to assume charges from; All the actions against us come from open escrows, so after filing Federal Tax Form 1099 OID on the issue, the tax is returned to the "SOURCE" and escrow closes.

I don't believe that a case can be maintained against one if the 1099 is filed and the Escrow is closed - because that tax is now paid - no debt! So, the escrow is still open, (and that is where the assumed charges come from).

The guilty / not guilty issue is applicable, but only in tax deferrals as that is where they assume their charges are from (open escrow). But when we get the tax preparer to file the 1099 OID on the particular issue in question, the dollars become Revenue (a tax) by the voluntary confession and return to source, Treasury Direct # (your SS#). This "source" is a mutual fund held by the county attorney and that mutual fund was purchased with a BLOCKED GRANT that used your foreign credit blocked therein to enable someone (agent provocateur) to assume

the use of these funds in a true bill against you. Adolph Hitler had a conversation with his finance minister in which he said things that will make clear where contrary claims come from. This was discovered in the book "The Twentieth Century Journey"- by William Shirer, where he tells of Hitler's question to his finance minister. He said " We have made the political decision to build up our military in violation of the treaties, so, how are we going to finance the build-up?" The finance minister said, "First you will need to use the printing press. Second, we have confiscated enormous amounts of jewish property, and third, we will block the foreign credit that will enable you to use the credit of your political enemies to build up your military."

So, what you see there is the formula for a Blocked Grant as the means to derive foreign (PRIVATE) credit from the Rolls of residents of Municipalities in the county that is run by the county attorney and the one who prosecutes you on charges therefrom. These BLOCKED Grants are the credit used by the county attorney to purchase Mutual Funds that are the "source" of Revenue used to finance the product of those who bring bills against you. These Mutual Funds are the Derivitives used to finance the IMF and are the "source" the 1099 instructions refer to. So when we get a bill from a merchant or vendor, that bill was financed by the "source" that is measured in International Units that can travel in electronic circuits in return (tax return) to the source. WHEREAS, Dollars measured in whole numbers cannot pass through an electronic circuit. Here is where the bill must be reported voluntarily on Federal Tax Form 1099 OID to identify those dollars as tax revenue and thus eligible to pass to the "source" for settlement and closing in exchange, Treasury Direct # (your ss#).

Another way to identify the "source" (mutual fund) is the source is exempt from state and municipal taxes but not Federal. That the reason to file Federal Tax Form 1099 OID on the particular issue, is to tax the sum of the bill back to the source. H & R Block can do that as you take your bills to them and have them report on the said 1099 OID and you can get an advance on the tax refund immediately. They advertise on TV how fast and easy you can get an advance on your tax return. Everyone assumes a tax return is a 1040, but there are lots of tax reporting forms and the 1099's are some of them - only they are voluntary reporting. They are not mandatory like the others. But nevertheless the reporting identifies the "source" as a "small claim" expressed in International Units and eligible for a Judgment to Enforce Tax Recovery in small claims court. (That Judgment can be extended to say an order for release of prisoners held as collateral. Thus this becomes a Habeas Corpus.). The quiet title and Ejectment

actions would only apply after the said 1099 OID return is made as it is after getting the escrow closed by the tax return to the "source" that one has actual settlement in fact.

I don't think the mirror image is going to have much effect with the business because the mirror is relating to things and accounts of whole items measured in whole numbers, and we are talking about charges that can pass through electronic circuits as a matter of fact - so it looks like this reduces the idea down to a very small unit of a single "source" thus one world order. With that idea in mind we don't look at a credit as opposed to a debit like in a mirror image, but the two are one and the same, thus one world order. I think the accrual accounting methods will bear this out.

It is the national currency that is not eligible to pay these debts, because the International Units I am referring to are derivatives leveraged one thousand times or one million times. The numbers we need not be concerned with. We only need be concerned with the bill we have for ourselves to make settlement on. That is done by taking our bills (includes indictments) to the H & R Block tax preparer and request he file 1099 OID on the issue for return (a tax return) to the "source", (the Mutual Fund) for settlement and closing in exchange Treasury Direct. Then after filing the said 1099 OID, ask for your advance on the tax refund. You will be paid the discount to maturity and H & R Block will get your tax refund to balance their books.

Something else should be said here about National Currency. These are issues from our National (Federal) Reserve and are not international currency. The International Currency (IMF) derives from Municipal Reserves (Mutual Funds) that are obtained by the county attorneys like I mentioned earlier and are a small claim by virtue of the International Unit of measure used to account the sum of a bill. Thus a small claim court is an International Court.

When admitting to be a debtor in possession is to admit to a tax liability because the debt has not been paid. One must Request the 1099 OID be filed on the issue to settle the tax liability. There must be a Return to "source" for settlement and closing. So it is the National Reserves that created national currency. It is Municipal Reserves that create International Currency (IMF) . These each have a different value and different character to their nature, thus the national currency dollars cannot pass through Electronic Funds Transfer circuits like International Units of Revenue does. Its like speaking a foreign language one to another.

(End)

HOW TO GET OUR REMEDY

The central idea is in the Federal Tax Form 1099 OID that I have written about, but now, to advance into action for the remedy, we here have discovered that the small claims court has two main reasons one can file for action. First is the \$3,0000 dollar limit (that we cannot use because it doesn't provide enough relief dollars to settle the controversy), so, second it provides for one to sue for TAX RECOVERY. Now we are getting somewhere. This small claim action enables us to obtain enforcement of the Federal Tax Form 1099 OID issue, because that filing is voluntary and it defines the small claim issue, because that filing is voluntary and it defines the small claim issue as a TAX, requested to Return to SOURCE. So, that is eligible in the small claim court to sue for TAX RECOVERY defined in the Federal Tax Form 1099 OID request to file and return the issue to SOURCE.

Now when the request for the Federal Tax Form 1099 OID is refused/dishonored you can file the "small claim" on small claim court with the dishonored contract being a contempt of court, whereby you send the sheriff to purge the contempt by obtaining their check for the amount of TAX RECOVERY sought, and release to your possession of all the property in controversy, or, arrest and take the offender into custody and held until he pays.

Now, here is where everyone fails in their thinking, because, how does one sue for , say \$200,000.- in a "small claim" when the dollars amount appears to exceed the \$3,000. small claim court limit. Here is why!

The US Dollar amount is the venue, and is a delinquent tax issue in a deferred debt somewhere. So, what you are pursuing is a Tax Recovery that is expressed in International Units of Re-Venue, thus a new venue or Revenue. (Accrual accounting brings it back to -0-.)

The reason this is, is because the tax recovery revenue is in negative numbers (less than 1 whole number) and qualifies as a "small claim", whereas, the claim in dollars are "assumed" to be in whole numbers. Therefore you can see the difference between delinquent tax "dollars" and delinquent Tax Recovery "Revenue". The revenue is the "small claim" (exempt) and the Dollars are delinquent tax deferrals in debt instruments held by someone (probably by the county attorney). (Statutes at Large - not a small claim).

Once the issue is returned to "source", that amount is eligible to be paid in dollars (tax paid dollars pre-paid). So the property and the dollars must be released to you as a matter of public policy and it contains the real amount of damages one would otherwise have sustained and expressed in Dollars. So, with

with that in mind, I think it good idea to name the county attorney along with the SBA or bank(s) or whoever had an active role in taking the property in question. Probably those who are paying the delinquent dollars in alleged taxes that are not yet returned to "source", thus they are delinquent taxes eligible for TAX RECOVERY action as a small claim as said above.

So, I hope you can see the full scope of the action to take for your remedy. When you fully absorb the meaning of all this you should begin to realize why there is no remedy in any court most of us have observed these last years. The basic reason is, because everyone has expressed their claims in whole dollars whether dealing with government, corporations, or agency, and since those are all offerings of Revenue, they are dealing in International Units of Revenue, not dollars. We have simply not been speaking the same language and everyone goes down in defeat as a result. Also, a basic flaw with everyone is that the claim must be "confessed" volunteered (on 1099) and not protested, because the protest causes a barrier to the Tax Recovery as a dishonor and our accusers use the dishonor as their revenue in a tax deferral until we are able to obtain the "small claim" judgment to compel them to return (a tax return) the issue to the "source".

Then too, you will not want to refer to your "small claim" in any plural reference. The small claims court, using the plural reference, is the public claim of collective and multiple claims of dollars that need a Broker to break them apart for you and there are no private individuals identified as the filing of 1099 is not mandatory, thus it is an individual, single private claim. So, that claim is singular, "a small claim", even though there may be numerous public entries into the account. So, keep your reference to your claim a "small claim" in small claims court. It is thus an identifiable tax charge when the Request for Federal Tax Form 1099 OID is requested on the issue to return to the "source".

Thus we have a voluntary tax to report "income tax", etc.. The voluntary request for the tax report marks the item as a private account exempt from lien or levy. (Income Tax is voluntary and not mandatory). It is drawn in by magnetic energy/charge, thus a withdrawal, being the method of taking it into account. (attraction!)

In a letter I had sent, I had made a request for the Federal Tax Form 1099 OID that went to the County Attorney et al and it includes a request to return/release all my property subsequent to this issue. (That includes my body). That is the acceptance and return of their offer of the bond amount that was set on me in court. So, his dishonor of that request is the cause for my "small claim" for TAX RECOVERY in small claims Court. (The Dishonor is a Treasury Bill,

, in this respect, eligible for commodity market exchange.)

So we can see in all of this that the "source of issue" is the tax payor and the "Tax Recovery" or tax return is the tax collector, so, we (or our straw man) are both payor and collector but we have this accomplished by our employees (IRS, Corporate, agency, etc.). This is why we request of "them" to file Federal Tax Form 1099 OID to identify the issue as a delinquent tax that we can sue for "Tax Recovery" and subsequent release and return of property.

With that I think you have enough information to start an action for recovery of your property and the revenue to operate it. Maybe we are looking at a new frontier and new settlements on that frontier.

1099 OID Notes on Nov 17, 2005

It can be seen from the chart that gold increases from grantor to the Federal Reserve. This is showing the use of derivatives to enlarge the superfund. But for the Bill to return to the Federal Reserve via the U.S. Agent, the Federal Tax Form 1099 OID is needed to identify the currency as Revenue and not tax delinquent dollars. This simply means the issue identified by 1099 must return to the "source" before the resulting property can be returned or released to the owner. Because, whoever is the agent who receives the return to source must pay the amount to the owner at owner's request to balance his books. So it is the issue returning to SOURCE that brings the charge to neutral, whereby the amount paid out to owner is tax paid dollars (pre-paid) and debts are gone from the account. The exemption is merely the tax charge going to -0- in the agents trust account after returning to the owner the tax paid dollars. The agent doesn't get the exemption until "actually" paying the owner (although he probably assumes he has it - so this is the reason Federal Tax Form 1099 OID should be volunteered to displace the assumption with a fact). The request for your agent to file Federal Tax Form 1099 OID on the particular "issue" identifies the agent as a tax protestor if he fails to do as you ask. (Ye have not because ye ask not!)

The problem is with the whole numbers we have had in dollars that the HJR -192 chart shows as expansion of gold (increase). But the increase that occurs or seems to occur because of so many more dollars to represent a particular property item. Even though there are more dollars representing the value of a particular property, the property is still the same and has not increased like the dollars seem to have increased. So the problem is to realize that there are two different values put on a dollar, as one is U.S. Dollars expressed in whole numbers and the other in Revenue expressed in International Units of Revenue, leveraged by brokers and attorneys by Derivatives attaching a municipal tax account and increasing the debt by (000) adding the 3 zeros to multiply the Revenue into International Units of Revenue. Thus there is an illusion of inflation and expansion of the property value, when actually what happens is the account goes

"inverse" and the numbers being negative go forever small. (Thus the "small claim" in a small claims court.)

It seems we must go from our OLD values of whole Dollars into the new values of Revenue, as the increased numbers identify the property that was represented by lesser dollars of earlier or prior issue, (thus priority). So here we find the reason for voluntary reporting of a Tax to charge a return to "source". (Thus the tax is charged to close the circuit where there was no charge before) because it was "assumed" and thereby no charge. It was trumped up to accuse the victim with an "assumed" probable cause that forces the accused victim to voluntarily accept/charge a tax return as a matter of fact to "displace" the assumed charges, which is no charge that continues as a tax deferred debt until a Tax Charge in fact returns the issue to the "source". Thus the reason to ask for Federal Tax form 1099 OID be filed on the issue. (That request identifies the particular issue as a delinquent tax - which changes to whole numbers of value to International Units of Revenue which the prior dollars have been multiplied by 1000 as a mill levy to increase revenues in the international community.). It is a voluntary request for the Federal Tax Form 1099 OID that identifies the energy charged in the property to enable an identification of private property to be made. Without that request (voluntarily) the particular "issue" in question is assumed to be public property and the prior debt continues on in a tax deferral of some sort, gathering interest increasing the national domestic debt.

So the biggest problem I see, is that people have all these theories found in research of the statutes, but they fail to grasp what happens to a Dollar when its value changes one thousand times itself. One must volunteer the tax information so the issue (the body) does not fall into Execution of Law. Executions are unlawful as the tax (1099) is not mandatory, so they must be voluntary to enable the taxed issue to return to source and settlement, and CLOSING in exchange can occur. This cannot occur by an execution (public law) but by agreement, because the redeemer does not live in false claims. If we agree and accept the probable cause alleged, and request Federal Tax Form 1099 OID to tax the issue back to the "source", there is no longer a false claim, and the debt can be redeemed by the tax charging the circuit (escrow) to close in settlement.

Lets say a debt from a mortgage is the issue.

Mortgage - \$1000 - Dollars - Mortgage is sold to new owner who multiplies to - \$1000. x 000 = \$1,000,000.

The \$1,000,000 is the new value on the body (property) for which community:

service obtains grants (blocked grants) in lieu of the taxes they can no longer pass bonding issues in the local community. (The people vote them down). The funds are raised by assuming tax revenues from the victims municipal tax liability, from which they obtain cash advances by bidding and holding mutual funds that provide liquid funds for public use (deferrals) while the victim's account in the municipality has been charged as collateral on the advance, a tax liability. (Blocked Grants are funded with foreign credit which enables the "agents provocateurs" to use the credit of their political enemies to carry out their sinister purpose). Are we not foreign to the public, being private?!! Than whose credit has gone into the Blocked Grants? Are these from H & R Block? H & R Block stock trading in the market?

So unless there is a voluntary request for reporting the said tax, there is "no fact" to identify property free of tax liability. So no matter what sort of rationalizing one does to use administrative and court procedures to set off or set aside, or otherwise discharge the debt obligation, to dispose of the debt, one cannot get rid of the debt, because the public has no mandatory powers to redeem debt "issues" but only use deferrals that declare the debt paid but is only deferred into the hands of someone who agrees to hold the debt - in whatever type the interest bearing debt is placed.

So the one option to all of this is to "volunteer" a Request to File Federal Tax Forms 1099 OID to charge the tax on the "issue" for its return to the "source". Now there is "a fact" to take the charged issue into account and dispose of the debt by the balance going to -0-. Now some of the administrative procedures might work, because the dollars have been taken from the old venue U.S. Dollars and re-issued in the new Re-venue as International Units, a "small claim" eligible to file for Tax Recovery in small claim Court.

So, one can see the old venue dollars do not have the same relative value to particular property that the Revenue has, as the county has taken all their tax accounts and sold or traded them for Revenue measured in International Units that are Mutual Funds valued in this assessment multiplied by 1,000. These Dollars of Revenue are now a "small claim", because they are voluntarily identified in the request for Federal Tax Form 1099 OID to tax the particular issue back to the source, and are eligible in small claims court to sue for Tax Recovery and obtain a judgment to enforce the "return to source".

I can't stress this enough, that it takes the individual effort to request Federal Tax form 1099 OID to be filed on the "issue" to make it a "small claim". Any other effect leaves the dollars in the account delinquent, because they do

not have the means to become a "small claim" until the principal accused requests the tax be reported and taken into the new venue called Revenue. After this occurs, then the dollars can be sought in small claims Court. After this occurs, then the dollars can be sought in small claims Court in a Tax Recovery action. But without the request for the tax report (1099) the dollars are delinquent contraband, because they have not been identified as tax revenue and they are not eligible as a "small claim" to enforce recovery. They must go to the "source" dollar for dollar to fulfill HJR-192 as a matter of public policy, and when that happens, the property expressed by that debt becomes free of debt.

The foregoing explanation might not be perfect in its identification of the subject's relative matters, but it should improve your outlook on the problem.

More thoughts on the 1099 OID - Jan 9 2006

Let us discuss the nature of what sets the parameters for a tax return. The word return means to go the opposite way, and we have always thought of taxes as indeed something we paid and sent away from us. So, if that be so, then to return would come back to us. So, the word "withdraw" would be an expression that describes this. But first one should examine the tax in relation to return. If our opponents "assume" they are exempt from tax they also assume we are liable for the same - thus they accuse us, thinking we must pay. So we need to identify the "source" of the taxable revenue so we know where to return to "source" as per the purpose of Federal Tax Form 1099 OID. That suggests the "source" belongs to us and the 1099 report confesses the return to the source. So, now we need to prove this in both Federal and State positions on this. This then puts the matter under the Superintendent of a Federal Project to regulate the Funds from the source into commercial use and then back to source.

You remember, my mention of a Blocked Grant, that is used by a county attorney to use the credit blocked (your and my foreign credit - we are foreign to the attorney at Bar to purchase the mutual Fund that in turn uses those funds to purchase municipal bonds that they claim are exempt from State and Municipal taxes, but they are not exempt from Federal tax - thus Federal Tax Form 1099 OID. It is these funds that finance all the products that bills arise from in the municipal construction contracts and related Federal projects.

The Municipal Funds are the "source" for which the tax returns to. But remember, it was our credit that the county attorney used to purchase those same said funds. So, when we volunteer to file/report Federal Tax Form 1099 OID for the issue to return to "source", we have sent the confession back to source and since it is only a confession, as there is no money, as per HJR-192, We are entitled to a tax refund (Because the confession admits the amount of tax but does not pay any). So the principal is eligible for the tax refund.

It is suggested that H & R Block do the tax report and provide you with an advance on the tax refund. But no doubt they will demurr or otherwise dishonor the request. So now the dishonor has the bills incorporated into the negative contract and identify the principal, both negative and positive identities. The Dishonors is the contract in fact and eligible for one to ask the H & R Block agent to place the Request for Federal Tax form 1099 OID be filed on the issue for return to the "source" and issue an advance on the tax return. The H & R Block agent can now be asked to place the request with a Supervisor to complete as said above. The supervisor is the agent of the superintendent of the Federal Project, and the H & R Block agent has the obligation to file but refuses and creates the Dishonor which is eligible for the supervisor to enter the superfund (municipal and Mutual Fund) for the advance requested.

So the Superintendent of the Federal Project is where the Federal tax authority comes from as the states cannot create their own specie! Thus it is the Supervisor who has the authority to enter the super fund for the tax refund. He has the super"vision" to see the "small claim" expressed in International Units of Revenue. (Now the body can see! - Is that a bill of lading?)

It might help to remember that the individual accounts that are derived (Derivatives) from the tax roll of a municipality are considered "residents" thereof; and it is their credit that is Blocked into, and with a Federal Grant, being as foreign credit of political enemies, that is used by the County Attorney to purchase the Mutual Funds that subsequently funds the municipality for all their social and mechanical construction projects technically regulated or governed by the Corp of Engineers (Army corp of Engineers). (The social security number as an Electronic Profile terminal is probably the transmitting utility.) This is all under the Superintendent of a Federal Project.) (A Supervisor!) (Governor of the Fund). But now to further understand how this is organized is to identify who and what the Army Engineers really are. When Abe Lincoln pressed the Civil War on the Confederate States, it was to preserve the UNION. Now!! What Union is that? Is it not the "Union of Operating Engineers", who have exclusive credit to bid on Municipal construction projects, thus first access to Municipal Funds, for approved projects? And are not the NATO forces of Europe the "Union" deployed in foreign service? Thus we have the merger of the metric system of Europe with our system. The metric system being negative numbers going to infinity! And is not this negative connection (Union) the nexus for Electronic Funds Transfer between Public and Private bank accounts? (Euro funds on dollars are US Dollars in private accounts).

So, with that in mind it appears that the Euro dollars are expressed in International Currency. (Because the metric system represents the Euros on the East side of the decimal point, and US currency is on the West side expressed in whole numbers) Somehow, I suspect, this nexus or Union is bound together for the One World Order (A money order). (Thus equal partners, where credits equal debits bound into contract, by Dishonour, and the resulting Dishonour being the contract in fact; and contains the bill admitting the particular issue from the source (mutual fund); and the acceptance of the bill, via Request for filing Federal Tax Form 1099 OID on the issues for return to the source.

It appears that the bill is in national currency (asking for national currency) but since we are dispossessed [HJR-192], we admit/accept the bill and its promise to pay, by Request for filing Federal Tax Form 1099 OID on the particular issue, and ask for an advance on the tax refund. It is the Union (nexus) that connects or binds the negative agreement together (Dishonour) to enable the Electronic Transmission to pass through the source and return to the source, both credit and debt now joined together in One Holy Union of Wedlock, thus One World Order for a Re Fund in International Units of Revenue from Euros into US national currency.

The Blocked Grant used by the county attorney to Block our foreign credit identifies the three (3) wise men coming from the east to Fund the particular issue, when referring to foreigners; and since we rely on employees to conduct our business, we request them to file Federal Tax Form 1099 OID on the issue for return to source and advance the tax refund. (3 wise men - 000) (3 bags full).

The promise to pay is made by the banker (our banker) and he is the taxpayer - but for our account! And the bank is regulated by the Superintendent of the Federal Project, so it is the Army Corps of Engineers - the Union, that does the Electronic transfer via a supervisor who has super VISION to enable him to see the "small claim" and give the advance on the Re Fund.

I think an advance may be the only way one can get settlement on the issue, because; the promise to pay is a Federal Reserve Note and that is a future event, so it is the advance that moves us to the future of that promise. (The Passover is the Exchange of the Bill for the Bond - passing over, not through the promise (promised land) which is a foreign land (thus Euros). So, the Union holds the Bill and Bond together in One World Order to establish the Re Fund to be made, or the advance on the same.

So, with that scene in mind you might be able to see that the T-Bill and T-Bond together make up the T-Note (promissory note) and it is the Union of the T-Bill and T-Bond (foreign and domestic) that equals the promise to pay. These two

opposing items are bound together in Dishonour, and that fact thereby admits the promise to pay the sum. (The summary to court - small claim, etc.). Thus the shotgun wedding! The honor and dishonor of a commercial contract is one opposed to the other. The 1st is in the venue and the other is the Re Venue!

The honor of a contract is in National Currency! The dishonour is an International Contract (measured in International Units of Re Venue). The Dishonour is eligible to request the supervisor make the settlement as he/she is authorized to enter the superfund for the closing as that is under the superintendant of a Federal Project.

NOTES ON 1099 OID - JAN 21, 2006

I have not been real concerned with the Bid Bonds and the Admiralty because they govern matters of delivery to a distribution point, but does not determine who is the owner, as that is a tax matter in the land, and not at sea where the admiralty has jurisdiction. The matter that needs an answer is what credit or pledge for payment was used to develop the product expressed in the bill of lading on the particular vessel at sea or in the dock. This is what the probable cause is based upon, to accuse the owner there of the international method of identifying the owner, and since that agreement HONOURED would be a national contract that would not be sufficient to settle the foreign claims on the product of international affairs. So the contract of DISHONOUR is necessary to bind the contrary powers together in a negative agreement, and to do this, the particular owner must report the tax, so it can be identified as an International Unit of Revenue, (a small claim), and not national currency (which is tax delinquent). So the 1st step to take when one gets a bill is to Request the accuser (accountant) of the bill to file Federal Tax Form 1099 OID on the issue for settlement in return to "source".

Once that is done, the tax identifies the source by which the product of the bill was financed and RETURNED to (a tax return) - i.e. 1099 OID). This is because the source is your SSN# Treasury Direct and cannot be reached for settlement unless the tax report passes through the electronic circuit connected to your social security account number Treasury Direct. (Corporations do not have social security numbers and cannot reach that account except through your very own SS#) (All the Admiralty proceedings and Bonds bid and issued thereby are irrelevant, because they are all dependent upon the Original Issue of Capital that financed the creation of products that the Bill arose from; and it is the mutual fund and Municipal Bonds purchased and held in the county, exempt from state and Municipal taxes, that funded the engineering and construction of the product you are billed for. But that product is not exempt from Federal Tax, thus Federal Tax Form 1099 OID is in order to file on that particular issue which

identifies the owner at Treasury Direct. That is identified in the accrual accounting.)

So, you see from the association and nexus of events the admiralty proceedings are not the issue. The issue is the tax report 1099 OID (Original Issue Discount) to connect the mutual fund and Municipal Bonds financing of the product to the end user and owner of the particular product and issue, for the tax return to source. This is what the Federal Project is, that authorized the county attorney to block our credit in the municipality where we are Residents thereof and use that Derivative to finance the International Operations using the BID bonds for mechanical and social engineering of consumer goods and services that are pre-paid at the source and Federal Tax Form 1099 OID identifies that issue for return to the source for settlement and closing in exchange Treasury Direct. This all falls under the Superintendent of a Federal Project who oversees the cost of production return to the source, from the mutual fund in the Blocked Grant, to the construction project of the Municipal Contract and the tax return to the source to identify the source of Original Issue. (Thus the reason for Federal Tax Form 1099 OID (Original Issue Discount), a pre-paid event!

I hope you are able to follow through what I described above. You need to see the county attorney "holds" the "funds" (Mutual Funds) that fund the Federal Project mentioned and those same said funds are that Pre-pay all the bills arising from the product thereof. When you receive a bill for a product of those Original Issue Funds, you need to request Federal Tax Form 1099 OID be filed on the issue to identify your account from which the county attorney took your credit and purchased - Bid for the Mutual Fund which pre-paid your account with those funds now identified as International Units of Revenue - pre-paid! It is the "Union" of operating Engineers that use that credit to purchase all raw materials and Labor to produce and finish the products you use and receive a "Bill" for. The Bids (Bid Bond) are all Municipal Contracts (Construction Contracts) that must have your acceptance of the finished product to certify the contractors completion of the product - all under the Superintendent of the Federal Project as said before. Thus, to prove pre-payment one needs to request Federal Tax Form 1099 OID be filed on the particular issue for return to source for settlement and closing in exchange Treasury Direct.

So, from this you should see that the county attorney holds the funds that pre-pay the bills you receive for what you use, and the Superintendent of the Federal Project Supervises the tax return to the source to identify the pre-paid funds as yours by a charge to the electronic circuit via the Federal Tax Form 1099 OID as said before. The state and municipality are exempt from making this determination. It is a Federal Matter, because the Revenue is pre-paid in dollars as the State cannot issue its own specie.

1099 OID NOTES
FEBRUARY 11, 2006

Hopefully you can now see that no matter what part of a financial account in which one has involvement, it still is eligible for one to Request Federal Tax Form 1099 OID to be filed. All accounts, whether credit or debt, are inter-related and part of your account if you request the reporting and filing of it. So for example we showed that a commissary account here at the prison is one such account they are obligated to file at the inmate's request, even if they claim not to be liable for the Indictment (True Bill) or the Appearance Bond, etc.. because even the commissary account is connected to all other accounts. So, from this I hope you can see all transactions connected to our names (idem sonans Strawman name) are reportable this way and admit to zero -0-. Why -0-? Because the Mutual Fund was purchased with credit - nothing more. But, it was our credit. And when reported on 1099 OID, it goes to -0- whether it is reported as a credit or debit. If the report shows us as recipient rather than payor, then where is the amount paid to us? Who has it now? So, whether the 1099 OID report goes as a credit or a debit to our name, it is still -0-. So, one should take all his receipts for credits and debits to H & R Block for preparation and filing; and ask for an advance on the tax refund.

When one gets a bill [presentation] for something and accepts it for value and returns it for settlement, and that settlement is refused or otherwise Dishonoured, that Dishonour is an International Contract eligible for one to request it be placed with a Supervisor for payment/settlement in International Units of Revenue [RE-venue] (the Supervisor is authorized to give the tax refund identified in the contract of dishonor). The Supervisor is an administrator of the Superfund (the IMF) and the value is recognized by reporting the tax on the 1099 OID. But, it is when the 1099 OID request for reporting is Dishonoured that that fact is eligible to identify the account as a "small claim" (International Units) and returned to the source by the voluntary confession of the tax in the filing -- thereby authorizes the Supervisor to issue the tax refund in settlement and closing!

From previous discussions, you were shown how the International Monetary Fund is created -- in the County --- and the 1099 OID reporting returns the tax to the source (the Mutual Fund); and that is the Federal Project under the Superintendent, thereof. The Federal Projects is to create exchange for the States that cannot issue their own specie. They do that through our own Social Security account at the Treasury.

So, the Superintendent of the Federal Project is to establish Original Issue of the IMF and regulate/govern the issue of Funds (Mutual Funds) at the County of Origin, and place the issues/funds with the banks to fund production of goods

and services, and return (tax return) to the source for settlement in closing in exchange Treasury Direct (SSN#) (That's the Federal Project!). Mutual Fund in the County -- goes to -- Production of goods and services -- goes to (by Bill/ Presentment) -- Consumer/User (by Acceptance) -- and returns to -- Source (Mutual Fund in County).

This is the route of the Mutual Fund from start to finish! That is the Federal Project as the State cannot issue its own specie! That is why the fund is not exempt from Federal Tax. We must voluntarily report the delinquent tax i.e. Federal Tax Form 1099 OID

If you follow the Blocked Credit to the purchased Mutual Fund and through the banks to the producers of product, and back to the consumer/user (who reports the tax for return to the source) you will more easily understand the Original issue (the Source) is our credit ... probably orally given... and when reported on the 1099 OID it is that written confession of the debt that is returned to the source by the operator of the electronic circuit for return to the source! (thus there was nothing there [source] in the first place - and nothing is returned). The account is -0-.

There should be enough information out by now, to enable those in need to consider requesting the filing of the 1099 OID; probably taking all invoices and receipts to H & R Block to prepare the taxes. Maybe wait until they (H & R Block) prepare the 1040 or or whatever form they propose and give you the bill for the tax [and preparation cost]. Then, request they file that amount on the Federal tax Form 1099 OID on that issue for return to the source, and settlement for closing in Exchange Treasury Direct SSN#.

That might be one way to do it. Just give them everything they need to bring your tax reporting current. And, when they give you the bill for tax, that is when you request they report that amount on 1099 OID; and ask for an advance on the tax refund! Even your Form 1040 has provisions for reporting 1099 right on the 1040. I hope this helps to reveal the mystery.

MORE NOTES - FEBRUARY 11, 2006

It is the credit policy that is under the Superintendent of a Federal Project. And, it is for him to set the standards for issue of the Mutual Fund in the County to fund all commerce to produce product of goods and services, and to provide a way for the tax return to source in settlement and closing in Exchange!

In previous notes herewith, this was discussed from a different point of view depending on the question priming the answers. You might pay particular attention to the County Attorney "holding" the Mutual Fund that provides credit for the Operating Engineers contracting for the Municipal needs.

It is the products from these projects that we use and get a Bill for the use. This is the Bill we report to the source because the account is pre-paid by the County Attorney using our credit to purchase the Mutual Fund and let that same credit out to contractors who bill us for product; and when reported back to the source it is acknowledged the account was pre-paid

Thus, there is no other transfer required **only the admission of the tax on the issue - which is the Bill!!** The County Attorney is "holding" the pre-paid account derived (a derivative) by using a Blocked Grant used to purchase the Mutual Fund that "hold" until a tax return to the source is filed. (That's the Federal Project, IMF, in the Federal Grant applied for by the County Attorney in his effort to provide Public Agency funding when no more local bond issues can be passed).

THE 1099 OID AND THE DEMAND DEPOSIT

I am almost sure that it is the Federal Tax Form 1099 OID filing on the issue that sets a Demand on Deposit into action.

A certain amount of U.S. Dollars on Deposit in U.S. Banks are identified as having a "source", being an issue subject to tax! It is when Federal Tax Form 1099 OID is actually filed on the particular issue that a Demand is made on the funds that are connected to the said Original Issue. This is when the tax identifies the same as a small claim or a small business (not of Public Corporations and Agencies created from statutes at LARGE). Thus the 1099 OID filing identifies the private claim as a "small claim" and not the Large Public Claim.

Most property financed by this method will be sold-at-auction within 60 days to make the Tax Return to the Source!!! Many less complicated assets are sold within 3 weeks.

Nunc Pro Tunc

You should maybe condition your request for the tax I.D. information (as needed to file the 1099 OID) with the term NUNC PRO TUNC. This term may apply to many of your issues.

For example: The request for the tax ID # (don't say taxpayer id #) is for the 1st Appearance NUNC PRO TUNC! Or other matters too! Nunc Pro Tunc might apply when request is made that it should have been done at the time of Appearance at arraignment hearing etc.

This request is made "nunc pro tunc" for the date of arraignment and appearance thereon.

END OF NOTES - EXAMPLES FOLLOW

JANUARY 27, 2006

DEAR MR. ████████,

I AM COMPLETELY BAFFLED AS TO WHAT YOU WANT US TO DO FOR YOU. I UNDERSTAND YOU OWE CALIFORNIA FRANCHISE TAX, IF YOU ARE LOOKING FOR US TO PAY THIS I HAVE NO RECORD OF YOU FILING WITH US IN SAID YEARS. REGARDING THE 1099 OID, I DO NOT GET THE CONNECTION TO THE TAX YOU OWE TO CALIFORNIA NOR DO I SEE HOW WE CAN GIVE YOU AN ADVANCE ON YOUR TAX RETURN. A 1099 OID IS ISSUED BY A COMPANY WHO IS HOLDING YOUR MONEY FOR YOU AND YOU NEED A NAME AND AN IDENTIFICATION NUMBER OF WHICH WE HAVE NEITHER.
PLEASE BE MORE SPECIFIC AS TO WHERE YOU FILED IN PAST YEARS AND ORIGINATION OF 1099 INFORMATION.

SINCERELY

H AND R BLOCK

Carolyn Holterman
CAROLYN HOLTERMAN
513-741-1043

February 2, 2006

Dear Ms. Holterman

Received your letter dated January 27, 2006, in which you claim bafflement/complete failure to understand. Your above letter asks questions that reflect the fact you are not privy to certain information and therefore lack the competence to understand this transaction requested.

The statement that the filing of the 1099 OID enables the return to source for full settlement and closing of escrow, in exchange Treasury Direct, SS# 470-50-██████, which says it all, is apparently not for you to comprehend, and **YOU DO NOT NEED TO COMPREHEND IT.** You are to merely file the 1099 OID form. The fact that this does result in a tax advance to me is made visible to one possessing the Federal Tax Identification number who is a supervisor/agent of the Superintendent of the Federal Project.

What you fail to understand, which is the source of your confusion, is that this issue is **pre-paid** at the source and a tax return to the source qualifies for a tax refund that enables H & R BLOCK to give me an advance on it. The Franchise Tax Board most certainly has a publicly available tax identification number which any competent tax preparation service would have access to. All other matters you express concern about are totally irrelevant.

In my last letter, I stated that your previous dishonor to file the form has now made this issue eligible for submission to a supervisor. You failed to present this matter to a supervisor with the visibility/authority to carry this out. Please do so now. Thank you.

Respectfully,
Jan. M. [Signature]

JANUARY 27, 2006

DEAR MR. [REDACTED],

I AM COMPLETELY BAFFLED AS TO WHAT YOU WANT US TO DO FOR YOU. I UNDERSTAND YOU OWE CALIFORNIA FRANCHISE TAX, IF YOU ARE LOOKING FOR US TO PAY THIS I

HAVE NO RECORD OF YOU FILING WITH US IN SAID YEARS.

REGARDING THE 1099 OID, I DO NOT GET THE CONNECTION TO THE TAX YOU OWE TO CALIFORNIA NOR DO I SEE HOW WE CAN GIVE YOU AN ADVANCE ON YOUR TAX RETURN. A 1099 OID IS ISSUED BY A COMPANY WHO IS HOLDING YOUR MONEY FOR YOU AND YOU NEED A NAME AND AN IDENTIFICATION NUMBER OF WHICH WE HAVE NEITHER.

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Respectfully,
by: [Handwritten Signature]

February 6, 2006

Carolyn Holterman
H & R BLOCK, Nothgate Office
9880-A Colerain Avenue
Cincinnati, Ohio 45251

James-Matthew: [redacted]
via the JAMES M [redacted] trust
Warehouse # A 460-~~888~~
c/o HCF, P.O. Box 59
Nelsonville, Ohio state
[45764-0059]

Dear Ms. Holterman,

After further thinking on the matter, I find myself in need to inform you of additional important considerations you may or may not be aware of. Please consider the following .

Since you offer to prepare and file Income Tax forms via your extensive advertising in numerous places, and provide an advance on the tax refund therefrom, and after I have made my request to you, to file the Federal Tax Form 1099 OID on the issue of the bill I provided you with, that identifies the Recipient therein (who in fact used funds from the source to create the product from which the bill derived from), and you choose to refuse to file the said tax form or otherwise fail to file it, you have become a participant in an international contract by your dishonour.

Your name becomes eligible to appear in the tax report as a recipient of the payor who is identified in the bill. You have the bill given to you to file as said, and that value is in your possession until you dispose of the debt by virtue of your business to give advance on the tax refund or be identified with a Federal Tax Liability! You have been given the value of the bill to report/file the Federal Tax form and you are holding a tax liability until you make settlement, by return to the "source" (which is what the filing of the 1099 OID does) and that source is eligible for a tax refund.

You are the holder in due course of the bill for the value stated therein, and that value being a Federal Tax liability (you being a recipient of the bill by my request for you to file it), you are in possession of tax revenue that you get rid of by giving an advance to me who is identified as the source by virtue of the Treasury Direct # that the bill was intended. Your having license to enter certain national computer records make that connection to report the 1099 OID to Treasury Direct the source of the funds in the bill I have given you. IF YOU DISHONOUR, YOU CANNOT GO BACKWARDS.

Respectfully,

by: James Matthew [signature]

CERTIFICATE OF MAILING

On this 6th day of Feb, 2006, I personally placed this letter into a postage prepaid, 1st class envelope addressed to the above, and deposited into a U.S. postal box for mailing.

by: x James Matthew [signature]
Mailer

x by Roger [signature]
Witness to mailing

Sample Letter of Inquiry Concerning 1099 OID
Filing to IRS

Dear Ms. Jones,

My letter of xx-xx-06 was returned to me with your name as contact person. Therefore I am sending you the copy of the letter I have made requesting for the Federal Tax Form 1099 OID be filed on the particular issues mentioned therein. My previous request to these same people from Smith and Smith, Ripoff and Stealem resulted in dishonour as they ignored my request for the filing of the Federal Tax Form.

I am enclosing similiar correspondence with my question to you. Who is supposed to file the Federal Tax Form 1099 OID on the issue when my name is on those issues? Those who send the bill are apparently in possession of the accounting records with access to the reportable amounts due. My name is being used on financial instruments by the people I have requested the filing from. When they refuse or otherwise dishonour my request, what do I do to report the Federal Tax? That's why I sent my letter to the FINCEN office. They referred me to you, so I am sending the letter I first sent, plus the several new issues enclosed herewith. Please tell me who is to fill out the said 1099 OID form, and how should the information I have given in the letters enclosed herewith be put into the form without my having access to a computer to identify the "source" of issue? Do not the letters I have enclosed carry enough information for your office to file the form at my request to enable the issue to return to the source for settlement and closing in exchange Treasury Direct # XXX-XX-XXXX?

I have sent similar information to the Ogden, Utah IRS office operation manager Joe Blow, but never got a response from that. I am sure the letters for request for filing the Federal Tax Form 1099 OID on the particular issues give you enough information to file the form 1099 OID at my request, since it is my account which is the source of issue and I am requesting the tax to be reported on that filing to return to the source (a federal tax return).

Please let me know how to get the Federal Tax reported as the failure to do so amounts to the States issuing their own specie(warrants), without recognizing any federal standards and due process. Please place this request with a competent supervisor who can see the small business in need of tax recovery! (my small business!)

Respectfully,



Zero your account NOW! Stop being a tax delinquent FUGITIVE!

Study Material ONLY, think and draw your own conclusion.
Everything in life is a voluntary process, take RESPONSIBILITY for it!!
Life is what we make it. Always has been, always will be. -Grandma Moses
A republican form of government is not a spectator sport.

Vengeance: the best manner of avenging ourselves is by not resembling him who has injured us. By Jane Porter

#1 = is TAXES

Taxes supercede Contract law, because of your Treasury direct account (your SS#) due to the Bankruptcy.

Always address every issue in (COURT) as a **TAX ISSUE!!!** You're not in law.

YOU'RE IN TAX COURT.

THERE'S **NO MONEY** "ONLY TAXES".

A Bill is a Money Order, from them.

We never make anyone offers.

We let them make the offer.

They get the originals back! You make copies for yourself!!

YOU DON'T GO TO JAIL FOR FILING YOUR TAXES!!!

#2 = is CONTRACT LAW

1) Oral Contract, written contract and PERFORMANCE Contract.

2) Performance Contract is the most damaging to us. If we act like defendant and argue Law or resist zeroing our account, we are in Commercial Dishonor.



"YOUR TOAST" AND MAY GO TO JAIL.

Forms to be ordered

1-800-829-3676

1099 O.I.D.

1096

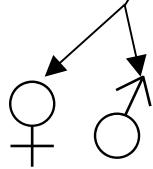
Order forms for years 2001 and current year Because if you run out of the forms you need (current year) the 1 can be changed into any number you need.

HJR-192, JUNE 5, 1933 =debt instrument

FEDERAL GOV'T
Debtor

STATE GOV'T
Debtor

CORPORATIONS
Debtor



“CREDIT”

Treasury Direct Account = Your Credit
SS# is your Treasury Direct Account
And your Name.

=

All debtors had to use your credit to pay all their bills so they could function in Commerce

Your Credit, when used by anyone (you or them)

Has to be reported as your (taxable) income on a 1040 and 1099 O.I.D., 1096 and 1040-V to the IRS every year

HJR-192

the product is already paid for because they used your credit to build and pay for it, however, the Bill is a new offer, and it tells us how much of our credit they used

Your Treasury Direct Account must be kept at ZERO, just like your checkbook.

This is why you have to file your taxes

HJR-192 automatically extended the privilege to renege on debts to every person using the Federal Reserve banking system; however, never forget that when you operate on a privilege, you have to respect the ruler of the giver of that privilege. Furthermore, in the case of Great Falls Mfg. Co. v. Attorney General, 124 U.S. 581, the court said: "The court will not pass upon the constitutionality of a statute at the instance of one who has availed himself of its benefits."

Thus, if you avail yourself of any benefits of the public credit system you waive the right to challenge the validity of any statute pertaining to, and conferring "benefits" of this system on the basis of constitutionality

Sample: **The States** figured out the easiest way too use our Credit to pay their bills, build roads, schools, courthouses, etc. They decided that the easiest way was to use Block(ed) Grants. **A Block (Ed) Grant = they block us from using our Credit, but they use it!** All merchants use Blocked Grants against us when they don't send a check.

When anyone uses our Credit, (you & them), we as owners (Principal) of our Treasury Direct Account (our SS# and your Name) have to report this taxable income every year on a 1040, 1099 O.I.D. and 1096, 1040-V.

The County Attorney in every State writes a check for the entire county's needs, and signs your name to it, by assumption.

By signing your name it looks like you have income in the amount of the check. All income has to be reported to the IRS on a 1040, 1099 O.I.D., 1096 and 1040-V. All governments and Corporations use this method. The only way we know who is definitely using our credit is when we get a bill in the mail or receipt from them.

Once you file your yearly 1040, 1099 O.I.D., 1096 and 1040-V., the IRS will pull all of your credit from everyone who has used it under your (Trust Account) Treasury Direct Account # (your SS #), even the ones you do not know about. If you do not file every year, your Treasury Direct Account shows you didn't declare all your taxable income (credit); therefore you are a tax delinquent fugitive, which is a **CRIMINAL** charge.

File your taxes to get your Credit back = REFUND

Why this is not Fraud

On their first offer to us, it may be an offer to enable us to obtain our Credit back on the 1040, 1099 O.I.D., 1096 and 1040-V forms. (Contract Law).

Having assumed the use of our Credit is not Fraud. The only error by them is that they assume that our income

(Credit) that they use is tax exempt. It's not tax-exempt until we tax it by filing our 1040, 1099 O.I.D., 1096 and 1040-V.

Things to watch for and to do: Once you're up-to-date with filing your yearly taxes.

ATTENTION: KEEP THE ENVELOPES. THEY ARE YOUR FIRST OFFER FROM THEM. IE THE I.R.S.

1. **This Red Postage Stamp** is also a **Bill/Money Order** = \$300.00 penalty for private use.
2. **Red Postage Stamp** or Black under who sent it = \$600.00 (penalty for private use) + **red postage fee**. This is a new offer to offset your original offer. Once you have filed your 1040, 1099 O.I.D., 1096 and 1040-V with the IRS, and if they send you a new offer with the red postage statement on it, write on the envelope: "Pay to the United States Treasury" and attach a 1040-V for the \$300.00 + the postage fee and if there is red and black penalty for private use it's \$600.00 + the postage fee if any. Return the envelope and 1040-V and their copy of the 1099 O.I.D. back to whomever sent it to you.
3. **OPEN THE ENVELOPE**. Check for duplicate offers in the envelope. (See # 6)
4. The only way they can get out of this is to try to contract with us by making us new offers to offset their original offer.
5. Whoever answers last "wins" –we always answer their offers in 10 days. (Truth in lending)
6. **Don't forget to write your account # (your SS#) on the envelope and your name**. See page 9 for the money order.
7. If there are 2 or 3 identical offers in one envelope it means that its 2 x \$600.00 = \$1200.00 plus postage fee. Put a real persons name on the money order on the envelope i.e.. The head of the agency if there are no names in the envelope. Do the 1040-V for the amount of the postage.
8. They need the penalty for private use to do private business with us.

Things **we NEVER** do:

1. We don't sue for damages.
2. We don't make them offers.
3. We don't argue any issue, we just zero out the account for settlement and closing in exchange.
Treasury Direct # your SS#)

We don't file lawsuits, because you would be making them an offer.

Who is the dept. of the Treasury, Internal Revenue Service?

They are the bookkeepers for your credit, your Treasury Direct Account (your SS#). Your Treasury Direct Account is just like your checkbook. It must be kept within a reasonable balance. The IRS will send you a bill if it gets to far on the taxable income side, out of balance. The 1040, 1099 O.I.D., 1096 and 1040-V is filed every year brings your Treasury direct Account back to ZERO.

It is your account and your responsibility to keep your account within reason. YOUR CREDIT IS TAXBLE INCOME = YOU HAVE TO DECLARE YOUR INCOME!! The use of your credit has to be reported, weather you use it or they use it.

If you don't keep your Treasury Direct Account at zero yearly, they **may** charge you with "criminal charges" and hold your body as collateral until you zero out your Treasury Direct Account, because you are a tax delinquent FUGITIVE!

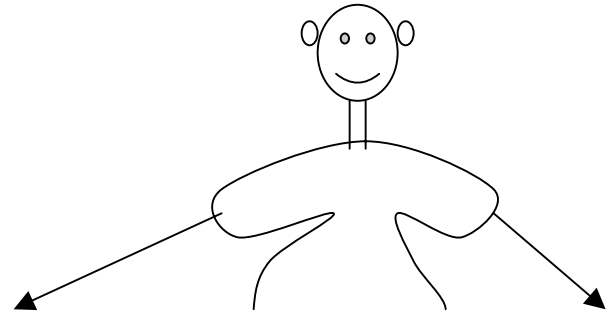
ALL TAXES ARE FEDERAL TAXES; there is no such thing as a State tax.

The truth on your tax return can only be agreed to by another 1040 or 1040-V. If anyone tries to invent a false claim on a 1040 or 1040-V, it would be perjury. Otherwise all he/she could do is agree with you, and that makes it a civil matter. That's why any assumed agreement must go on a 1040 or 1040-V to compel someone to commit perjury.

Debts cannot be written off until they have been charged ASSESSED as a tax on the 1040 or 1040-V, The Corporations cannot charge or assess taxes. They can collect them, but they can't write off tax loses because they cannot assess them. They need the accused person to NOT ASSESS the tax, which is a commercial Protest/Dishonor/Default.

CREDIT SIDE

DEBIT SIDE



Color of law
Defacto government
Bankruptcy side

Private Contract is closed to the public, closed to public policy

Private Side

Public Policy

<p>Debits are (private) IRS tax issue = Federal Taxes ONLY Ø your account Prove your claim in fact by Providing Judge with a copy of your 1040, 1099 O.I.D., 1096 and 1040-V filing. And a copy to the Prosecutor. Your filing is the Court of Record Always use a persons name on Money Order</p>	<p>Credits are public (debt). <u>Corporation by-Laws</u> Fake Corp-Constitution Court of equity, = “No Record” Judge decides if he’ll let you win so you can tell everyone else and keep the Court in business so they can make Money (FRN’S) off of us. “Keep using our Credit”</p>
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“Watch out for anyone trying to make a claim against you.”

When using the Pay to the United States Treasury on a Bill along with the 1040-V, this is the streamlined version. This means you have to assessed/charged the tax/account and it goes to zero. The 1040-V is a tax return which assesses/charges the account. It replaces the long 1040 form, and is used for a particular issue.

MONEY ORDER, when using the money order on a bill along with the 1040-V. Send the originals to IRS along with the original 1040-V. Send copy to whomever sent the bill. You have the option of doing the 1099 O.I.D. and 1096.

1099 O.I.D. Identifies me as the sponsor of the credit that funded the treasury “bill” in the first place, and is also taking the bill to exempt status. (Use for any \$ claims)

1040 used for your yearly, quarterly tax return along with the 1099 O.I.D., 1096 and 1040-V

1040-V used for a particular issue (bill) through out the year, but you can use this for every bill you get. Study the transcript on this. Both the 1040 and the 1040-V are a tax return which charges/assess the bill/tax for a refund/ return to source. The Bill/account has to be “charged: on a 1040 or 1040-V for a return to source. These (2) documents assess the taxable income that is in any/all accounts. The 1040 assessment is the charge to zero the account. **ASSESSED AND CHARGED AS A TAX, BECAUSE THERE IS NO MONEY. Only debt/credit.**

The 1040-V, statement you send with your Check or money Order for any balance due on the “Amount owed”. (For any Bill the SURETY (strawman). Make money order payable to the United States treasury.

1. The original offer.

Do the 1040-V for the amount of the money offer, do the Money Order on their Bill and any envelope that has the fee Penalty for private use on it.

EXAMPLE

Money Order Date:
Pay (print out the dollar amount) \$XXX.XX
Pay to the United States Treasury and
Charge the same to (to their name)
Address you are sending it to.
Memo Account: XXX-XX-XXX Authorized Representative By: Your name

Note: Always sign your name on the right hand side of the money order this is the Creditor/principal side

(You can do the 1099 O.I.D. it's up to you.) If your not in a Court Case, send the Original documents to the IRS and send a copy to the person who sent the bill, the treasury will pull your credit from whoever made the original offer. Don't worry about your copy when you are in court...it's your account so you can handle your private matters how you want to.

2. I would suggest that you take care of your Federal and State Tax bills by doing the yearly 1040 long form filing first to clean up your account, but these are private decisions that you must make yourself.

+++++

THE SIMPLE VERSION

EXAMPLE

Money Order Date:
Pay (print out the dollar amount) \$XXX.XX
Pay to the United States Treasury

Memo Account: XXX-XX-XXX Authorized Representative By: Your name

And do the 1040- V

+++++

“IF WE DECIDE TO PAY THE BILL DURING THE YEAR”

Write the Money Order on their bill/envelope
Do a 1040-V for amount of the bill/envelope
Do a 1099 O.I.D. for amount of the bill/envelope
Do a 1096 for amount of the bill/envelope

1. They (whoever made the offer) gets back their original bill, original 1040-V and copy of the 1099 O.I.D.
2. Send IRS Kansas city, MO 64999 (if you live in Michigan)
The Red 1099 O.I.D.
The red 1096.
1040-V.
Their offer.

“KEEP and MAKE COPIES FOR YOURSELF ”

Your address
Town , MI 484XX
Date:

Department of the Treasury
IRS
Kansas City, MO 64999

Dear Senior Supervisor,

The enclosed 2006 Federal Tax form 1040, 1099 O.I.D., and 1096 is filed to the best of my knowledge. The 1099 O.I.D. and 1040 form is to identify me as the sponsor for the credit that funded the Treasury Bill in the first place; proof that a federal tax debt exists; and proves pre-payment using my credit.

Since the I.R.S. is the tax expert and knows the I.R.S. tax laws, in the event you feel this is a fictitious or frivolous filing, please notify me within 10 days and please inform me how to file correctly to claim my credit for return to source for settlement and closing in exchange, Treasury Direct # XXX-XX-XXXX.

Sincerely,

Your Name

Department of the Treasury
Internal Revenue Service
Kansas City, MO 64999

Dear Senior Supervisor,

I did file all the Federal Tax Forms 1040/1099 O.I.D. and 1096 that I have records for, But I have lost most documents pertaining to tax filings. I request that you prepare and file my Federal tax forms 10400/1099 O.I.D. and 1996 returns that are due.

Please file the liabilities as taxable income to me, but to omit filing or posting deductions against the taxable income to me making adjustments to dilute the liability on taxable income, as that is a conflict of interest. This request is for return to the source for settlement and closing in exchange treasury direct
#XXX-XX-XXXX

Also, in the 1099 O.I.D. the correction box at the top should be checked and also the Treasury Direct number #XXX-XX-XXXX is to be placed as the Account Number at the bottom of the 1099 O.I.D. under Recipient to prevent identity theft and the account being intercepted and diverted (deferred) if left open.

Respectfully,

Your Name

#XXX-XX-XXXX

By: _____

#XXXXXXXXXX

Your Address

Town MI 484XX

Date:

9696

VOID

CORRECTED

PAYER'S name, street address, city, state, ZIP code, and telephone no.		1 Original issue discount for 2006	OMB No. 1545-0117 2006 Form 1099-OID	Original Issue Discount
		\$		
		2 Other periodic interest		
		\$		
PAYER'S federal identification number	RECIPIENT'S identification number	3 Early withdrawal penalty	4 Federal income tax withheld	
		\$	\$	
RECIPIENT'S name		5 Description		
Street address (including apt. no.)		6 Original issue discount on U.S. Treasury obligations		
		\$		
City, state, and ZIP code		7 Investment expenses		
		\$		
Account number (see instructions)	2nd TIN not.			
	<input type="checkbox"/>			

Copy A
For Internal Revenue Service Center
File with Form 1096.
 For Privacy Act and Paperwork Reduction Act Notice, see the **2006 General Instructions for Forms 1099, 1098, 5498, and W-2G.**

Form **1099-OID**

Cat. No. 14421R

Department of the Treasury - Internal Revenue Service

Do Not Cut or Separate Forms on This Page — Do Not Cut or Separate Forms on This Page

Form 1096 Department of the Treasury Internal Revenue Service	Annual Summary and Transmittal of U.S. Information Returns	OMB No. 1545-0108 2006
FILER'S name		
Street address (including room or suite number)		
City, state, and ZIP code		
Name of person to contact	Telephone number ()	For Official Use Only <div style="border: 2px solid black; width: 100px; height: 20px; margin: 5px auto;"></div>
Email address	Fax number ()	
1 Employer identification number	2 Social security number	3 Total number of forms
4 Federal income tax withheld \$		5 Total amount reported with this Form 1096 \$
Enter an "X" in only one box below to indicate the type of form being filed.		
If this is your final return , enter an "X" here . . . <input type="checkbox"/>		
W-2G 32	1098 81	1098-C 78
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1098-E 84	1098-T 83	1099-A 80
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1099-B 79	1099-C 85	1099-CAP 73
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1099-DIV 91	1099-G 86	1099-H 71
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1099-INT 92	1099-LTC 93	1099-MISC 95
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1099-OSA 94	5498 28	5498-ESA 72
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5498-SA 27	1099-OID 96	
<input type="checkbox"/>	<input type="checkbox"/>	
1099-PATR 97	1099-Q 31	
<input type="checkbox"/>	<input type="checkbox"/>	
1099-R 98	1099-S 75	
<input type="checkbox"/>	<input type="checkbox"/>	

Return this entire page to the Internal Revenue Service. Photocopies are not acceptable.

Under penalties of perjury, I declare that I have examined this return and accompanying documents, and, to the best of my knowledge and belief, they are true, correct, and complete.

Signature ▶ **Title** ▶ **Date** ▶

Instructions

Purpose of form. Use this form to transmit paper Forms 1099, 1098, 5498, and W-2G to the Internal Revenue Service. Do not use Form 1096 to transmit electronically or magnetically. For magnetic media, see Form 4804, Transmittal of Information Returns Reported Magnetically; for electronic submissions, see Pub. 1220, Specifications for Filing Forms 1098, 1099, 5498, and W-2G Electronically or Magnetically.

Who must file. The name, address, and TIN of the filer on this form must be the same as those you enter in the upper left area of Forms 1099, 1098, 5498, or W-2G. A filer includes a payer; a recipient of mortgage interest payments (including points) or student loan interest; an educational institution; a broker; a barter exchange; a creditor; a person reporting real estate transactions; a trustee or issuer of any individual retirement arrangement, a Coverdell ESA, an HSA, an Archer MSA (including a Medicare Advantage MSA); certain corporations; certain donees of motor vehicles, boats, and airplanes; and a lender who acquires an interest in secured property or who has reason to know that the property has been abandoned.

Preaddressed Form 1096. If you received a preaddressed Form 1096 from the IRS with Package 1099, use it to transmit paper Forms 1099, 1098, 5498, and W-2G to the Internal Revenue Service. If any of the preprinted information is incorrect, make corrections on the form.

If you are not using a preaddressed form, enter the filer's name, address (including room, suite, or other unit number), and TIN in the spaces provided on the form.

When to file. File Form 1096 as follows.

- With Forms 1099, 1098, or W-2G, file by February 28, 2007.
- With Forms 5498, 5498-ESA, or 5498-SA, file by May 31, 2007.

Where To File

Except for Form 1098-C, send all information returns filed on paper with Form 1096 to the following:

If your principal business, office or agency, or legal residence in the case of an individual, is located in

Use the following Internal Revenue Service Center address

Alabama, Arizona, Arkansas, Connecticut, Delaware, Florida, Georgia, Kentucky, Louisiana, Maine, Massachusetts, Mississippi, New Hampshire, New Jersey, New Mexico, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, Texas, Vermont, Virginia, West Virginia

Austin, TX 73301

Alaska, California, Colorado, District of Columbia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Maryland, Michigan, Minnesota, Missouri, Montana, Nebraska, Nevada, North Dakota, Oklahoma, Oregon, South Carolina, South Dakota, Tennessee, Utah, Washington, Wisconsin, Wyoming

Kansas City, MO 64999



What Is Form 1040-V and Do You Have To Use It?

It is a statement you send with your check or money order for any balance due on the "Amount you owe" line of your 2006 Form 1040. Using Form 1040-V allows us to process your payment more accurately and efficiently. We strongly encourage you to use Form 1040-V, but there is no penalty if you do not.

How To Fill In Form 1040-V

Line 1. Enter your social security number (SSN). If you are filing a joint return, enter the SSN shown first on your return.

Line 2. If you are filing a joint return, enter the SSN shown second on your return.

Line 3. Enter the amount you are paying by check or money order.

Line 4. Enter your name(s) and address exactly as shown on your return. Please print clearly.

How To Prepare Your Payment

- Make your check or money order payable to the "United States Treasury." Do not send cash.
- Make sure your name and address appear on your check or money order.
- Enter "2006 Form 1040," your daytime phone number, and your SSN on your check or money order. If you are filing a joint return, enter the SSN shown first on your return.
- To help process your payment, enter the amount on the right side of your check like this: \$ XXX.XX. Do not use dashes or lines (for example, do not enter "\$ XXX—" or "\$ XXX ^{xx}/₁₀₀").

How To Send In Your 2006 Tax Return, Payment, and Form 1040-V

- Detach Form 1040-V along the dotted line.
- Do not staple or otherwise attach your payment or Form 1040-V to your return or to each other. Instead, just put them loose in the envelope.
- Mail your 2006 tax return, payment, and Form 1040-V in the envelope that came with your 2006 Form 1040 instruction booklet.

Note. If you do not have that envelope or you moved or used a paid preparer, mail your return, payment, and Form 1040-V to the Internal Revenue Service at the address shown on the back that applies to you.

Paperwork Reduction Act Notice. We ask for the information on Form 1040-V to help us carry out the Internal Revenue laws of the United States. If you use Form 1040-V, you must provide the requested information. Your cooperation will help us ensure that we are collecting the right amount of tax.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by Internal Revenue Code section 6103.

The average time and expenses required to complete and file this form will vary depending on individual circumstances. For the estimated averages, see the instructions for your income tax return. If you have suggestions for making this form simpler, we would be happy to hear from you. See the instructions for your income tax return.

▼ Detach Here and Mail With Your Payment and Return ▼

Form **1040-V**

Department of the Treasury
Internal Revenue Service (99)

Payment Voucher

▶ Do not staple or attach this voucher to your payment or return.

OMB No. 1545-0074

2006

1 Your social security number (SSN)	2 If a joint return, SSN shown second on your return	3 Amount you are paying by check or money order	Dollars	Cents
: : : :	: : : :			
4 Your first name and initial		Last name		
If a joint return, spouse's first name and initial		Last name		
Home address (number and street)				Apt. no.
City, town or post office, state, and ZIP code				

IF you live in . . .	THEN use this address if you:	
	Prepared your own return . . .	Used a paid preparer . . .
Alabama, Delaware, Florida, Georgia, North Carolina, Rhode Island, South Carolina, Virginia	Atlanta, GA 39901-0102	P.O. Box 105017 Atlanta, GA 30348-5017
District of Columbia, Maine, Maryland, Massachusetts, New Hampshire, New York, Vermont	Andover, MA 05501-0102	P.O. Box 37002 Hartford, CT 06176-7002
Kentucky*, Pennsylvania*	Philadelphia, PA 19255-0102	P.O. Box 80101 Cincinnati, OH 45280-0001
Kansas, Louisiana, Mississippi, Oklahoma, Tennessee, Texas, West Virginia, APO and FPO addresses	Austin, TX 73301-0102	P.O. Box 660308 Dallas, TX 75266-0308
Colorado, Idaho, Minnesota, Montana, Nebraska, New Mexico, North Dakota, South Dakota, Utah, Washington, Wyoming	Fresno, CA 93888-0102	P.O. Box 802501 Cincinnati, OH 45280-2501
Alaska, Arizona, California, Hawaii, Nevada, Oregon	Fresno, CA 93888-0102	P.O. Box 7704 San Francisco, CA 94120-7704
Arkansas, Connecticut, Illinois, Indiana, Iowa, Michigan, Missouri, New Jersey, Ohio, Wisconsin	Kansas City, MO 64999-0102	P.O. Box 970011 St. Louis, MO 63197-0011
American Samoa, nonpermanent residents of Guam or the Virgin Islands**, Puerto Rico (or if excluding income under Internal Revenue Code section 933), dual-status aliens, a foreign country: U.S. citizens and those filing Form 2555, 2555-EZ, or 4563	Austin, TX 73301-0215 USA	P.O. Box 660335 Dallas, TX 75266-0335 USA

* If you live in Kentucky or Pennsylvania and file your return after June 30, 2007, use: Internal Revenue Service Center, Kansas City, MO 64999-0102 (if you prepared your own return); or Internal Revenue Service Center, P.O. Box 970011, St. Louis, MO 63197-0011 (if you used a paid preparer).

** Permanent residents of Guam or the Virgin Islands should not use Form 1040-V.

Label

(See instructions on page 16.) Use the IRS label. Otherwise, please print or type.

Label Here

For the year Jan. 1–Dec. 31, 2006, or other tax year beginning , 2006, ending , 20 OMB No. 1545-0074 Your first name and initial Last name Your social security number If a joint return, spouse's first name and initial Last name Spouse's social security number Home address (number and street). If you have a P.O. box, see page 16. Apt. no. City, town or post office, state, and ZIP code. If you have a foreign address, see page 16. You must enter your SSN(s) above. Checking a box below will not change your tax or refund.

Presidential Election Campaign Check here if you, or your spouse if filing jointly, want \$3 to go to this fund (see page 16) You Spouse

Filing Status

Check only one box.

- 1 Single 2 Married filing jointly (even if only one had income) 3 Married filing separately. Enter spouse's SSN above and full name here. 4 Head of household (with qualifying person). (See page 17.) If the qualifying person is a child but not your dependent, enter this child's name here. 5 Qualifying widow(er) with dependent child (see page 17)

Exemptions

If more than four dependents, see page 19.

6a Yourself. If someone can claim you as a dependent, do not check box 6a 6b Spouse 6c Dependents: (1) First name Last name (2) Dependent's social security number (3) Dependent's relationship to you (4) if qualifying child for child tax credit (see page 19) 6d Total number of exemptions claimed

Income

Attach Form(s) W-2 here. Also attach Forms W-2G and 1099-R if tax was withheld.

If you did not get a W-2, see page 23.

Enclose, but do not attach, any payment. Also, please use Form 1040-V.

Table with 22 rows for income items: 7 Wages, salaries, tips, etc. Attach Form(s) W-2; 8a Taxable interest; 8b Tax-exempt interest; 9a Ordinary dividends; 9b Qualified dividends; 10 Taxable refunds, credits, or offsets of state and local income taxes; 11 Alimony received; 12 Business income or (loss); 13 Capital gain or (loss); 14 Other gains or (losses); 15a IRA distributions; 15b Taxable amount; 16a Pensions and annuities; 16b Taxable amount; 17 Rental real estate, royalties, partnerships, S corporations, trusts, etc.; 18 Farm income or (loss); 19 Unemployment compensation; 20a Social security benefits; 20b Taxable amount; 21 Other income; 22 Add the amounts in the far right column for lines 7 through 21. This is your total income.

Adjusted Gross Income

Table with 15 rows for adjusted gross income items: 23 Archer MSA deduction; 24 Certain business expenses of reservists, performing artists, and fee-basis government officials; 25 Health savings account deduction; 26 Moving expenses; 27 One-half of self-employment tax; 28 Self-employed SEP, SIMPLE, and qualified plans; 29 Self-employed health insurance deduction; 30 Penalty on early withdrawal of savings; 31a Alimony paid; 31b Recipient's SSN; 32 IRA deduction; 33 Student loan interest deduction; 34 Jury duty pay you gave to your employer; 35 Domestic production activities deduction; 36 Add lines 23 through 31a and 32 through 35; 37 Subtract line 36 from line 22. This is your adjusted gross income.

Tax and Credits

Standard Deduction for—

• People who checked any box on line 39a or 39b or who can be claimed as a dependent, see page 34.

• All others:
Single or Married filing separately, \$5,150

Married filing jointly or Qualifying widow(er), \$10,300

Head of household, \$7,550

38	Amount from line 37 (adjusted gross income)	38	
39a	Check <input type="checkbox"/> You were born before January 2, 1942, <input type="checkbox"/> Blind. } Total boxes if: <input type="checkbox"/> Spouse was born before January 2, 1942, <input type="checkbox"/> Blind. } checked ▶ 39a		
b	If your spouse itemizes on a separate return or you were a dual-status alien, see page 34 and check here ▶ 39b		
40	Itemized deductions (from Schedule A) or your standard deduction (see left margin)	40	
41	Subtract line 40 from line 38	41	
42	If line 38 is over \$112,875, or you provided housing to a person displaced by Hurricane Katrina, see page 36. Otherwise, multiply \$3,300 by the total number of exemptions claimed on line 6d	42	
43	Taxable income. Subtract line 42 from line 41. If line 42 is more than line 41, enter -0-	43	
44	Tax (see page 36). Check if any tax is from: a <input type="checkbox"/> Form(s) 8814 b <input type="checkbox"/> Form 4972	44	
45	Alternative minimum tax (see page 39). Attach Form 6251	45	
46	Add lines 44 and 45	46	
47	Foreign tax credit. Attach Form 1116 if required	47	
48	Credit for child and dependent care expenses. Attach Form 2441	48	
49	Credit for the elderly or the disabled. Attach Schedule R	49	
50	Education credits. Attach Form 8863	50	
51	Retirement savings contributions credit. Attach Form 8880	51	
52	Residential energy credits. Attach Form 5695	52	
53	Child tax credit (see page 42). Attach Form 8901 if required	53	
54	Credits from: a <input type="checkbox"/> Form 8396 b <input type="checkbox"/> Form 8839 c <input type="checkbox"/> Form 8859	54	
55	Other credits: a <input type="checkbox"/> Form 3800 b <input type="checkbox"/> Form 8801 c <input type="checkbox"/> Form	55	
56	Add lines 47 through 55. These are your total credits	56	
57	Subtract line 56 from line 46. If line 56 is more than line 46, enter -0-	57	

Other Taxes

58	Self-employment tax. Attach Schedule SE	58	
59	Social security and Medicare tax on tip income not reported to employer. Attach Form 4137	59	
60	Additional tax on IRAs, other qualified retirement plans, etc. Attach Form 5329 if required	60	
61	Advance earned income credit payments from Form(s) W-2, box 9	61	
62	Household employment taxes. Attach Schedule H	62	
63	Add lines 57 through 62. This is your total tax	63	

Payments

If you have a qualifying child, attach Schedule EIC.

64	Federal income tax withheld from Forms W-2 and 1099	64	
65	2006 estimated tax payments and amount applied from 2005 return	65	
66a	Earned income credit (EIC)	66a	
b	Nontaxable combat pay election ▶ 66b		
67	Excess social security and tier 1 RRTA tax withheld (see page 60)	67	
68	Additional child tax credit. Attach Form 8812	68	
69	Amount paid with request for extension to file (see page 60)	69	
70	Payments from: a <input type="checkbox"/> Form 2439 b <input type="checkbox"/> Form 4136 c <input type="checkbox"/> Form 8885	70	
71	Credit for federal telephone excise tax paid. Attach Form 8913 if required	71	
72	Add lines 64, 65, 66a, and 67 through 71. These are your total payments	72	

Refund

Direct deposit? See page 61 and fill in 74b, 74c, and 74d, or Form 8888.

73	If line 72 is more than line 63, subtract line 63 from line 72. This is the amount you overpaid	73	
74a	Amount of line 73 you want refunded to you . If Form 8888 is attached, check here ▶ <input type="checkbox"/>	74a	
b	Routing number <input type="text"/>	c	Type: <input type="checkbox"/> Checking <input type="checkbox"/> Savings
d	Account number <input type="text"/>		
75	Amount of line 73 you want applied to your 2007 estimated tax ▶ 75	75	

Amount You Owe

76	Amount you owe. Subtract line 72 from line 63. For details on how to pay, see page 62 ▶	76	
77	Estimated tax penalty (see page 62)	77	

Third Party Designee

Do you want to allow another person to discuss this return with the IRS (see page 63)? **Yes.** Complete the following. **No**

Designee's name ▶	Phone no. ▶ ()	Personal identification number (PIN) ▶
-------------------	-----------------	--

Sign Here

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Joint return? See page 17. Keep a copy for your records.	Your signature	Date	Your occupation	Daytime phone number ()
	Spouse's signature. If a joint return, both must sign.	Date	Spouse's occupation	

Paid Preparer's Use Only

Preparer's signature ▶	Date	Check if self-employed <input type="checkbox"/>	Preparer's SSN or PTIN
Firm's name (or yours if self-employed), address, and ZIP code ▶	EIN	Phone no. ()	

Dear Whomever,

Date: xxxxx

As the Principal and owner of Treasury Direct Account #XXX-XX-XXXX, Your name I request you file the Federal tax forms 1040/1099 O.I.D. and 1096 for tax period(s)Year(s) in question and any other returns that are due for me.

Please file the liabilities as taxable income to me, but omit filing or posting deductions against the taxable income to me or making adjustments to dilute the liability on taxable income as, that is a conflict of interest. This request is for return for settlement and closing in exchange Treasury Direct Account # XXX-XX-XXXX.

On the 1099 O.I.D. the correction box at the top should be checked and also the Treasury Direct Number #XXX-XX-XXXX is to be placed as the account number at the bottom of the 1099 O.I.D. form under Recipient to prevent identity theft and the account being intercepted and diverted (deferred) if left open.

By: _____
Authorized Representative

NOBIS

TREASON

TITLE 42

DISCOVERY

\$25

CORAM

REPLEVIN

DEFAULT

TRESPASS

REMEDY

WIT'S

PAPER



ARROWS

*Thine arrows are sharp in the
heart of the King's enemies.
(Psalms 45:5)*

**EXCERPTS FROM
HOWARD GRISWOLD**

TO

LEVY

LIEN

CONTRACT

U.C.C.

PETITION

FOREWARD

The format of this information is different than most that you have seen. The differences were placed there for the very purpose of helping you to understand and think through the huge problems of trying to expose the truths that exist today. For those of you that might be coming upon these ideas for the first time we hope these changes will help. Now it will be up to you to break away from the "sitcoms" or the "play-offs" or any of the rest of the numerous intentional distractions from the truth.

One way that this writing is different is that the "glossary" is placed up front where it belongs. It should be read first. If, after reading it, there is a word that you do not understand, read it again. The material that follows cannot be of any use to you if you do not know the meanings of the words of which the ideas are made. Get a law dictionary and look up the terms yourself. Go to your local municipal or law library and study these unfamiliar terms. Browse through the U.S.C.S., U.S. Codes. You will be amazed to find what they have hidden from you.

Another way that this work differs from most is that the important points in a sentence or paragraph are put in the margins of the pages for quick reference. This makes some of the more important ideas easier to find. Do not, however, assume that these notes in the margin are the only points to be made in the paragraph or that they are the most important ones. They are not. They are the ones that we feel are very important and should not be neglected. You may have a reason to pick a completely different point to be made in that paragraph and you should write it in the margin yourself for easy reference.

There has also been an index provided which catalogs the emphasized points in the margins. Again, this is for assisting you. Add your points to this index too.

Finally, there are some sample forms in the back to help with seeing what may be done with this information.

None of this work is an attempt to advise or council and each is on his own as to how an offense or defense is to be established. More help will come later with revisions and new "Paper Arrows" as they are found.

The present is not a key to the past, nor to the future. Do what you can.

Patriot Bookstore
P.O. Box 2368
Anderson, SC 29622
803-225-3061

GLOSSARY OF TERMS

(It is a good idea to be seated before reading many of these definitions.)

ABROAD. Beyond the seas. Not subject to maritime law. Out of admiralty jurisdiction. A free, natural person lives abroad.

ARTIFICE. A DEVICE used to defraud.

BANC. A bank. A bench. A full court. A court full of filed property deeds is a bank. (The court just may be the "real" bank.)

BANK. A banc. A bench. A full court. A court full of filed property deeds is a bank.

BOUNTY. A premium given. Compensation paid.

CIVIL DEATH. A person who has lost all of his civil rights. A person still possessing "natural life" but is considered civilly dead as to his civil rights.

In some states persons convicted of serious crimes are considered to be civilly dead and may lose the right to vote, the right to contract, and the right to sue and be sued.

A corporation which has formally dissolved or become bankrupt becomes civilly "dead".

(Lends new meaning to the term "born again".)

CIVIL LAW. Distinguished from "natural law" and "international law". Referred to as "municipal law". (Government Law.) Roman Law. Distinguished from "common law" which is American law. Not American law. Foreign law.

CLAIM. To take possession of a thing that was not yours before the claim.

(Why would anyone want to "claim" their children if the children already belonged to them? Maybe the children belong to another, the State.)

CONSTRUCTIVE. Synonymous with "legal" and is in contradistinction to "lawful". (See legal fraud.)

CONSTRUCTIVE FRAUD. Actual fraud. Any breach of duty which gains an advantage to the person in fault or anyone claiming under him, such as his agent, that misleads another to his prejudice. To violate public or private confidence.

CONTRIBUTION. One TORT-FEASOR (law-breaker) is responsible for the debts and losses of the rest of the group of JOINT TORT-FEASORS (law-breakers). They are all LAW-BREAKERS together. An example is SOCIAL SECURITY. All persons in the system are liable for the debts and losses of all the others in SOCIAL SECURITY and they are all presumed to be law-breakers as such.

CORPORATION. A PERSON with a perpetual life. A FICTION. A COLORABLE PERSON. The subject of the 14th Amendment. It cannot move from its place of birth without first getting permission and a license. A person born by an act of legislation.

CLASSIFICATIONS OF CORPORATIONS

1. - PUBLIC vs PRIVATE (most important distinction) *
2. - ECCLESIASTICAL vs LAY
3. - STOCK vs NON-STOCK
4. - AGGREGATE vs SOLE
6. - SUBSIDIARY vs PARENT
7. - FOREIGN vs DOMESTIC
8. - ELEEMOSYNARY vs CIVIL

* The federal government has set up PRIVATE corporations under federal law. They are known as federally chartered corporations. They are defined and listed in 36 U.S.C.S.(Title 36). American Red Cross is one. Girl Scouts is another. V.F.W. is also one. There are 52 in all. Look it up in your local library as a place to start on the trip of exposing the fraud.

DAMAGE. The word is to be DISTINGUISHED from its plural form "damages". It is loss, injury, or a deterioration caused by the negligence, design, or accident of one person to another, in respect to the latter's PERSON or PROPERTY.

DAMAGES. The word is to be DISTINGUISHED from its singular form "damage". The compensation in MONEY for a loss or DAMAGE.

FRAUD. An INTENTIONAL PERVERSION of the TRUTH for the purpose of inducing another, in reliance upon the perversion, to part with some valuable thing belonging to him or to SURRENDER A LEGAL RIGHT.

Synonymous with "bad faith", dishonesty, perfidy, unfairness, infidelity, faithlessness, etc.

FRAUDULENT CONCEALMENT. Hiding or suppressing a material fact or circumstance which the party is legally or morally bound to disclose.

FRAUDULENT CONVERSION. Receiving into possession money or PROPERTY of another and fraudulently withholding, converting or applying the same to or for one's own use and benefit, or to use and benefit of any person other than the one to whom the money or property belongs.

FRAUDULENT CONVEYANCE. The conveyance or transfer of property, the object of which is to defraud a creditor, or hinder or delay him, or to put such property beyond his reach.

Most states have adopted the Uniform Fraudulent Conveyances Act.

INCLUDE. This is a word of "limitation" as well as a word of enlargement when used in statute. Thus, we see the phrase "including, but not limited to" to show that it does not mean a limitation in that instance. There would be no need for that phrase if the word always meant an enlargement. Synonymous with "only" when used in that sense.

So, when you see the word "includes" in statute it may mean only that item which follows the word. "Including the District of Columbia" means "ONLY the District of Columbia."

From the Latin word "includere" which means "to shut" or "to enclose."

INDIVIDUAL. Does not mean "human being" in most cases. Means a corporation or an association such as American Bar Association.

INFORMER. This term is synonymous with PROSECUTOR. The definition shows that it gives anyone the power and the RIGHT to bring ANY and ALL actions against any PERSON, in or out of the government, including corporations, public and private, which includes municipal corporations. See RELATOR.

BLACK'S LAW DICTIONARY, 4TH EDITION:

INFORMER. A person who informs or prefers an accusation against another, whom he suspects of the violation of some penal statute.

COMMON INFORMER. A common PROSECUTOR. A person who habitually ferrets out crimes and offenses and lays information thereof before the ministers of justice, in order to set a prosecution on foot, not because of his office or any special duty in the matter, but for the sake of the share of the fine or penalty which the law allots to the INFORMER in certain cases. Also used in a less invidious sense, as designating persons who were authorized and empowered to bring action for penalties.

BLACK'S LAW DICTIONARY, 5TH EDITION:

INFORMER. A person who informs or prefers an accusation against another, whom he suspects of the violation of some penal statute. An undisclosed person who confidentially volunteers material information of law violations to officers, and does NOT include those who supply information only after being interviewed by police officers, or who give information as a witness during course of investigation. GORDON v. U.S., C.A.FLA., 438 F.2d 858, 874. Rewards for information obtained from INFORMERS is provided for by 18 USCA SEC.3059

BLACK'S LAW DICTIONARY, 6TH EDITION:

INFORMER. An undisclosed person who confidentially discloses material information of a law violation, thereby supplying a lead to officers for their investigation of a crime. JACKSON v. STATE, WYO., 522 P.2d 1286 1288. This does NOT include persons who supply information only after being interviewed by police officers, or who give information as witnesses during course of investigation.

INSTRUMENT. A written document.

LAWFUL FRAUD. Cannot exist. A contradiction of terms. An oxymoron. An impossibility. (Legal fraud can exist.)

LEGAL FRAUD. Fraud by construction. Takes place all the time.

MALA PROHIBITA. Acts which are made criminal by statute but which, of themselves, are NOT criminal. Used in contrast to MALA IN SE which refers to acts that are wrongs in themselves such as ROBBERY.

This has no place in common law, only in Roman Law that is used in America today.

MAY. Usually employed to mean optional. Not mandatory. Discretionary.

MUNICIPAL. Pertaining to the governmental affairs of a state, nation, or people. Does not always mean city or local government. May mean federal government.

MUST. This word has several meanings, it does not always mean mandatory. It is often used in a directory sense and is a synonym for "may". Can be used in a permissive sense rather than a mandatory sense.

NATION. A race of people. (Surprise!)

NON-RESIDENCE. Residence "beyond the limits" of the particular jurisdiction.

In ECCLESIASTICAL LAW, the absence of spiritual persons from their benefices (rank or public office).

NON-RESIDENT. One who does not RESIDE within jurisdiction in question; not an inhabitant of the "state of the forum".

NON-RESIDENT ALIEN. One who is neither a resident nor a citizen of this country.

PEONAGE. A condition of servitude compelling persons to perform labor in order to pay off a debt. This is prohibited by the 13th Amendment. (Notice it did not use the word "people" and may be referring to corporations only.)

PEOPLE. A state; as the people of the state of New York. (Notice the small "s" used in the word "state" and it does not mention "persons".)

Also a nation in its collective and political capacity.

PERSON. This does not mean "human being", in most cases. It can be assumed to always include a corporation. A corporation is a person as referred to by the 14th Amendment.

* The 14th Amendment EXPRESSLY applies to "person".

ARTIFICIAL PERSON. A CORPORATION or a FICTION. The offices of government.

NATURAL PERSON. A "HUMAN BEING." In statute the term "natural person" must be used to refer only to a living, breathing human.

PRIVATE CORPORATION. As used in Title 36 U.S.C.S. means a corporation established under FEDERAL law, not state law as we would be led to believe.

Examples are the American Red Cross, Boy's Clubs, Girl Scouts, American Legion, Jewish War Veterans, American Olympic Committee, and 46 others listed in 36 U.S.C.S.

PROSECUTOR. An INFORMER. A RELATOR. One who instigates a prosecution against a party whom he suspects to be guilty.

* PRIVATE PROSECUTOR. Any person. Not an officer of government. (Everyone is a prosecutor and should take the places of the ones hired by the governments.)

PUBLIC PROSECUTOR. An officer of the government, such as the district attorney. Hired by the government to do the job that a private prosecutor would do.

PUBLIC. Does not mean all the people.

PURVIEW. Not preamble.

RELATOR. An informer or PROSECUTOR.

ROMAN LAW. Indifferent with CIVIL LAW in America. That means that civil law in America is ROMAN LAW and is FOREIGN LAW.

SHALL. This word is generally imperative or mandatory and denotes obligation. The word in ordinary usage means "must". (Remember that "must" did not always mean mandatory.)

* BUT it may be construed to be the equivalent of "may" where no right or benefit to any one depends on its being taken in the imperative sense, and where no public or private RIGHT is IMPAIRED by its being taken to mean "may".

STATE. When written with a small "s" it means all the inhabitants of a given land. When the "s" is capitalized it means the corporate body politic or the government only and could refer to a territory or enclave of the federal government. The definition that is to be used in the statute will be given as each statute is stated. It will be different from one statute to another.

ULTRA VIRES. Beyond the scope of the powers of a corporation (government). An "ultra vires" act of a government is one that is beyond powers conferred upon it by law.

WILL. As a verb it commonly has the mandatory sense of "shall" or "must". See "shall" or "must" above.

WORLD. All persons who may have a claim or interest in the subject matter. Not the same as the "earth".

IMPORTANT CASE CITINGS

(Comments in parenthesis.)

City of Riverside v. Mc Laughlin, 111 S.Ct. 1661 (1991):

Cannot hold anyone more than 48 hours without a probable cause hearing or a bail hearing or an arraignment.

(One must "sign in" for the bail hearing or arraignment, so do not sign.)

Lynch v. Household Finance Corporation,

The dichotomy between personal liberties and property rights is a false one. Property does not have rights. People have rights. The right to enjoy property without unlawful deprivation, no less than the right to speak or the right to travel, is in truth a "personal" right, whether the property in question be a welfare check, a home, or a savings account. A fundamental INTERDEPENDENCE exists between the personal right to liberty and the personal right in property. That rights in property are basic CIVIL RIGHTS has long been recognized.

(Property rights are civil rights and a civil rights suit can be brought for the taking of any property under 42 U.S.C. sec. 1983. Property is tangible and intangible such as thoughts, a signature, or a fingerprint.)

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FRAUD EVERYWHERE

EXCERPTS FROM HOWARD GRISWOLD

Many of the things that we have been taught in the past by teachers, preachers, parents, and people bringing us the news, just to name a few, have been found to be wrong. The people teaching us may not have intended to teach us wrong, it was that they did not know that the information was wrong. It was not due to intentional spreading of wrong information, although there is a lot of that also. It is just that nobody is aware of the truth.

I have found that a lot of the things that WE have taught over the last twenty years have been wrong. So we will not place blame on anyone, but try to learn more and go forward with what we can confirm. A lot of our mistakes were due to misconceptions carried around all of our lives.

One misconception was that we were all CITIZENS of the United States and anybody who told me different would have a fight on his hands. But it turns out that I never worked for the United States in my life. I have only visited there about five times in my whole life. I know that now, but when I was a kid I would have sworn I LIVED in the United States.

All the way up until a few years ago I still would have sworn I LIVED in the United States. But I have found out a lot of things in the last few years due to the research of many patriotic independent researchers. And one of them specifically discovered a court case to help confirm my thinking.

U.S. IS
FOREIGN
CORPORATION
TO STATES

That case is New York re. Merriam, 16 S.Ct. 1073. This court case verified in one sentence all the things I thought I was finding out about that were reversing the beliefs that I had previously held. The statement out of the case is, "The United States government is a FOREIGN CORPORATION with respect to a state."

FEDERAL
GOV'T. IS
A STATE

Another case that helps explain the confusion is Enright v. U.S., D.C.N.Y., 437 F.Supp. 580, 581. That case explains that the Federal Government is a "state" bound by all of the provisions of the Interstate Agreement on Detainers.

First of all, whoever thought that the government was a CORPORATION? I thought it was a government, formulated by a God-given constitution. I doubt if God had anything to do with that. But that is what I previously believed.

A CORPORATION is a group of people who get together for the purpose of making a profit. GOVERNMENT is a cover-up for the means by which the group will make the profit.

GOVERNMENTS and RELIGIONS are a lot alike in their business endeavors. Religions are created to cover up man's inability to have knowledge and his insecurities. The word RELIGION means to do things simultaneously, consecutively, and consistently. It

means to do the same thing everyday the same way; to be consistent.

RELIGIOUS
LAWS

Governments were CREATED by RELIGIONS. All LAW goes back to something called ECCLESIASTICAL laws. Religions created the laws. But God did NOT CREATE religions. I cannot find the word mentioned in the Bible. There is nothing in there about religions. There IS something in there about GOVERNMENTS. But that was not found in the original Hebrew text. The newer books mentioned governments, but the older ones did not.

CHURCH
AND
STATE

These newer books COMBINED the government with religion. Then we found this governmental structure known as the "separation of Church and State" which actually means the "togetherness of Church and State." The Church CANNOT exist without the LICENSE from the State. Again we can see how backwards everything seems to be when studied in some detail.

Where is the SEPARATION? There is no separation if one has to be SUBSERVIENT to the other through LICENSING. Something is wrong in all of this when it is twisted around so much as to be backward from what is said to what is meant.

These wheels were put into motion thousands of years ago and there may or may not be someone causing the confusion to survive today. But because of the confusion we are wandering aimlessly.

One of the things we have learned is that this thing called the UNITED STATES is a CORPORATION. And it is FOREIGN to the PEOPLE, YOU and ME. Which means I am NOT a CITIZEN of it, although I have been told to believe just that.

ROMAN
CIVIL
LAW

In school we were taught Civics which was based on Roman Civil Law and comes from the Latin word, "civitas", which means citizen. It is "Roman Citizen" Law. WE actually HAVE a Roman Empire government which is a duplication of the ancient Roman Empire. If you study the Roman Empire and how its government works you will see the relationship between that system and the United States' system today. You can look it up and check it out for yourself.

Most law students will tell you that they study Roman Civil Law in law school. Why would they study FOREIGN law? Why not study American law in an American law school?

We are living under Babylonian Law or Roman Law which is the same thing. So, in order to understand what is going on in our law today we had to go back to those ancient systems and come forward to comprehend the theory behind the function of the law.

Ancient English feudalism is the forerunner of our system of real property. The property ownership in this country is feudalistic in nature. But if you use the feudal terms of the Old Law, from the Common Law of England, in the Modern Law courts they will reply that they do not know what you are talking about. They do not use those old words. They have new words that have twisted the meanings even further. The meanings are what have been changed so tremendously and that has lead us astray from knowledge.

CITIZEN

Back in grade school the nuns said, "Now we are going to learn how to be GOOD CITIZENS." Then they handed out this little book called

CIVICS. They never said that I was a CITIZEN. But they sure did imply it by giving me the book and telling me we are going to learn how to be a GOOD one. It is very interesting how we can be led to believe something but we are never told it. Deception is all through this system.

One of the things that we first memorized was the "Pledge of Allegiance to the Flag of the United States." It is still in my memory. I still remember doing it. I have not done it lately. I do not have any allegiance to the United States or their stupid flag.

For those who think that it is a disgrace to talk that way about the AMERICAN flag they might be surprized to know that the pledge of allegiance says, "... the flag of the United States of America, and to the Republic for which it stands". What is "it"? "It" is the United States which is standing up for the Republic, America. The United States, the government, was to be the protector of America. The government was set up to defend America, the people. The government created a flag which is the flag of the government, not the flag of America. America does not have a flag. The most important word in there is REPUBLIC.

What is a REPUBLIC? I looked all over the place for the definition and could not find more than a few words, no matter what dictionary I used. When the political powers do not want something known they just barely cover it in the available definitions. If they want you to be totally confused the definition is three pages long. If they want it hidden it is only a sentence or two.

REPUBLIC

Corpus Juris Secundum, a law encyclopedia, under the word "government", explains that a REPUBLICAN form of government is a form of government in which any other form of government is the government. That seems a little amusing, and surprising.

It did not matter if the USSR, the Union of Soviet Socialist Republics, had socialism and the United States had capitalism. They both were "United" and had a REPUBLICAN form of government. One system of politics was totally different from the other system of politics, but they were both "United" REPUBLICS. The REPUBLICAN form of government allowed either system. They were both the same.

Russia has a REPUBLIC. America has a REPUBLIC.

But we claim that here in America this government is a DEMOCRACY. Russia claimed that they had a SOCIALISTIC form of government. And that could very well be fitted into the definition of a REPUBLIC when it said that a REPUBLIC allows any form of government that the country wants.

The District of Columbia is the "home" of the DEMOCRACY. That is the home of the CORPORATION called the "United States of America". CORPORATE AMERICA has its own laws.

General Motors is a corporation that has its own laws for its workers. One of the laws is that you have to show up for work at 7:30 every morning during the week. If you do not you are fired. If you show up at 10:00 every morning you will get your pink slip and out the door you will go.

DO YOU HAVE A CONSTITUTIONAL RIGHT TO WORK?

THE CONSTITUTION GIVES SOMEBODY THE RIGHT TO WORK but I am not sure who that is yet. But since the constitution was not written into the General Motors contract that was signed, there was no constitutional right to work at General Motors.

But I have NEVER showed up on time for work at General Motors and I always go to work at 9:00. However, General Motors has not fired me yet, and I have been doing this for years.

THEIR LAWS DO NOT APPLY TO ME.

The laws of the CORPORATION known as General Motors do not apply to me because I do not have a CONTRACT with them and I do not WORK there.

The laws of the CORPORATION known as the United States do not apply to me because I do NOT have a CONTRACT with them and I do not WORK there either.

SELF-
GOVERNMENT

In the Corpus Juris it explains that there is a separation of power between the PEOPLE of the LAND and the FEW PEOPLE who create and maintain the GOVERNMENT. It also explains that as a REPUBLICAN form of government it is SELF-REGULATING. The constitution gives the US Government the power to make all necessary laws for the United States, that is, for ITSELF!

Now when we go back to that court case that stated that the United States is a FOREIGN CORPORATION, and we realize that a CORPORATION is a private entity, and that if you do not WORK FOR THEM, and that their laws do NOT APPLY TO YOU, then you can begin to understand the concepts on which this country was built.

These GOVERNMENT LAWS did NOT apply to the PEOPLE in the states. They only applied to the PEOPLE and properties that the GOVERNMENT OWNED and CONTROLLED. It is no wonder, then, that people from all over the world wanted to come to a country where the government could not dictate the way for the common people to live.

The knowledge of what I just told you was prevalent in the early years of this country and was common knowledge. But the dying off of generations and the lack of knowledge being passed down to the next generation caused this awareness of how the government functioned to be lost. By the 1930's this knowledge was almost COMPLETELY DESTROYED. These basic ideas, that were once common knowledge to all, had all but vanished.

No one was teaching the people about these basic concepts of government in America. As the people became less aware of how the government was to be operated, the government created for ITSELF a NEW AMENDMENT. The men in the government usually accomplish this act by causing an upheaval of some sort in order to give a CAUSE and REASON to make the NEW AMENDMENT.

The great upheaval that the men in GOVERNMENT CAUSED was what we

call the CIVIL WAR. From that war came three amendments. They were the 13th, 14th. and 15th. They are sometimes referred to as the WAR AMENDMENTS.

The 13th Amendment dealt with SLAVERY. The 14th allowed a NEW type of CITIZEN. ELECTIVE FRANCHISE was the issue in the 15th Amendment.

CITIZEN
STATUS
OF
CORPOR-
ATIONS

But the REAL purpose of the three WAR AMENDMENTS and the series of events around that time, including the death of Abraham Lincoln, the Civil War, and other upheavals, was to create a STATUS of CITIZENSHIP for CORPORATIONS. That was the whole purpose.

The 14th Amendment did not create Civil Rights for the dark-skinned people, as we all have been lead to believe through history books and such. That was the COVER-UP. It was a FRAUD!

The 13th Amendment did not FREE any SLAVES at all, but it did ENSLAVE the free!

FRAUD
EVERYWHERE

I found a book in the town library, in Newport, Tennessee, called "FRAUD EVERYWHERE". It was written just after the Civil War and explains the WAR AMENDMENTS, and the war itself, and what these things did to the society back then. It explained the FRAUD by showing copies of newspaper articles and other documentation. The author explained that the actions of the ENTIRE legislature was nothing but FRAUD.

If they knew back then that the government was FRAUDULENT, why was it ALLOWED to continue?

SEPARATION
OF POWER

How mislead we are. There is a REPUBLICAN form of government in America with a SEPARATION of power between the PEOPLE of the STATES and the PEOPLE of the GOVERNMENT!

Now it works BOTH WAYS. If the government has no power to extend its laws to the PEOPLE of the STATES then the PEOPLE of the STATES cannot tell the PEOPLE in the GOVERNMENT how to MAKE THEIR laws. It is a double-edged sword.

The PEOPLE in the STATES knew back then that they did not have the power to tell the PEOPLE in the GOVERNMENT what to do. They said THEN what I say TODAY, "I do not care what Washington D.C. does. I do not care WHO gets elected president. I do not care what laws THEY make. None of it applies to me. I do not care if they are a gigantic FRAUD as long as they do not COME OUT HERE and bother me!"

If they do COME OUT HERE, out of their JURISDICTION, and bother me, there has to be some way to RETALIATE.

TRICKED
TO COME IN

If the PEOPLE in the GOVERNMENT had no regulatory power over me and I had no power over them directly, but they tricked me and coerced me into doing business with them and making agreements that I knew nothing about, they must have known that THEY were doing something WRONG. They must have known that if they could not

come out here and do business with me that they had to figure out a way to make me COME IN and do BUSINESS with them. The PEOPLE in the GOVERNMENT had to know they were doing this and they had to KNOW it was WRONG. And the unique thing about government WRONGDOERS is that they always set up a WAY for them to RIGHT what is WRONG. ALWAYS.

Finally, I decided that somewhere in the 14th Amendment there must be REMEDY for me to get BACK OUT of doing BUSINESS IN THERE with the PEOPLE of the GOVERNMENT, to get BACK OUT of the mess of the 14th Amendment that they built to ENTRAP us. It IS there and I found it, and that is what I am going to show you here today.

REMEDY

THE REMEDY IS TO EXPOSE THE FRAUD!

EXPOSE
FRAUD

I am going to show you how to EXPOSE THE FRAUD CREATED BY THE 14th AMENDMENT by using the REMEDY AVAILABLE IN THE 14th AMENDMENT itself. I will show you how to GET OUT from underneath what this government created by using the REMEDY they set up for all to use.

CONSTITUTION
IS A FRAUD

I have said before, many times, that the Constitution of the United States was one of the biggest FRAUDS ever perpetrated on the face of the earth. Indeed it was! The concept that we believe that it APPLIES to US and GIVES US RIGHTS is also a FRAUD.

I have upset a lot of people with that statement and one man got so upset that he began a search to prove me wrong. I made him so mad that it caused him to GET UP and GO WORK to find out how he got where he was on his own instead of just listening to me. And he found a court case while he was attempting to prove me wrong. The case was Barron v. Baltimore, 32 U.S.243.

BARRON
v.
BALTIMORE

Mr. Barron sued the City of Baltimore because they did some excavation work on some land right behind his building which was located on the waterfront. He had a marine business where he brought in ships and unloaded them. The City of Baltimore's excavation work "silted" the harbor to the point where ships could not go in and out of his wharf.

He filed a claim against the City and stated that the City had effectively taken his property without giving him compensation for it. He claimed that violated the 5th Amendment to the U.S. Constitution.

5TH AMEND.
ONLY
LIMITS
GOV'T.

Here is what the judge had to say about the 5th Amendment to the United States Constitution and the constitution itself:
"The provisions of the 5th Amendment to the Constitution of the United States, declaring that private property shall not be taken for public use without just compensation, is intended SOLELY as a LIMITATION on the exercise of the POWER by the GOVERNMENT of the United States."

Why would they refer to the first ten amendments as a "Bill of Rights"? The judge just said that the 5th Amendment was a "limit of power." Why not call it a "Bill of Limitations"?

The only answer that comes to mind is that the GOVERNMENT must be the one with the RIGHTS. IT has those RIGHTS all the way up to the LIMITATIONS spelled out in the first ten amendments. The "Bill of Rights" is only for the PEOPLE in GOVERNMENT!

The judge went on to say, "It is not applicable to the legislation of the states." But the 14th Amendment altered that statement later on, since this case was in 1833. The 14th Amendment in 1868 supposedly extended the "Bill of Rights" to the states. I am going to show that it still had nothing to do with ME and YOU. If it was intended solely as a limitation of the exercise of the power of the government of the United States then the "Bill of Rights" and the constitution were intended for the United States only. They were NOT intended for the PEOPLE of America who were NOT CITIZENS and NOT RESIDENT within the government. IT DID NOT APPLY TO THEM!

CONSTITUTION
ORDAINED
FOR GOV'T
ONLY

The judge continued, "The constitution was ORDAINED and ESTABLISHED by the PEOPLE OF THE UNITED STATES for THEMSELVES, for THEIR OWN government, and NOT for the government of the individual states." That pretty much limits it. It goes right back to what I told you this other definition in Corpus Juris said about it being SELF-REGULATING. It only had INTERNAL power to make laws and regulations FOR ITSELF!

GOV'T HAS
INTERNAL
POWER ONLY

THE GOVERNMENT HAS THE POWER TO REGULATE ITSELF, AND ONLY ITSELF. IT DOES NOT HAVE THE POWER TO REGULATE THE PEOPLE IN THE STATES. THE GOVERNMENT HAS INTERNAL POWER ONLY, UNTIL A BUSINESS DEAL IS ESTABLISHED AND A CONTRACT SIGNED.

PROMOTE
THEIR
INTERESTS

He goes on to explain further, "Each state established a constitution for ITSELF, and in each constitution is provided such limitations and restrictions on its powers as its particular government's judgement dictated. The people of the United States formed such a government for the United States as they supposed BEST ADAPTED to their SITUATION and BEST CALCULATED to promote THEIR INTERESTS."

THAT FITS THE CORPORATE UNDERSTANDING VERY WELL! Their interests were to go into business and make a profit. They established a CORPORATION and called it the UNITED STATES.

PEOPLE OF
UNITED
STATES

The PEOPLE OF THE UNITED STATES are the PEOPLE IN THE GOVERNMENT only. It is just that simple! They are NOT the SAME as the PEOPLE of AMERICA. They have a different STATUS.

SEPARATION
OF POWER

If the government had included all the people in America it would have stated "We the people of AMERICA" at the beginning of the preamble of the constitution. Instead it reads as "We the people of the CORPORATION known as the United States" at the beginning of the preamble. See, there is a definite SEPARATION OF POWER.

VOTE

You and I, that do not work for government, are not entitled to do things that the people in government do. We, you and I, are not entitled to vote. Why should we even be interested in voting? What do we care what laws they make if their law does not apply to us? No wonder we are not entitled to vote.

But a real tricky way to get you involved with doing business with the government is to offer you the "right" to vote. If you do not know any better you might even accept it. (If you have the "right" to vote the government could not offer it to you, it can offer only "privileges" and they can be taken back. Rights cannot be taken back. Rights CANNOT be given. They CAN be waived.) As soon as you accept the offer to vote you sign your name on a piece of

paper which goes in the government file, and now YOU ARE IN THE GOVERNMENT! Now you are REGISTERED to vote. By deception, most anything can be accomplished. They accomplished getting you into the government when you would not have done so otherwise.

"BILL OF
RIGHTS"
FOR GOV'T
ONLY

"Whatever was best suited to THEIR SITUATION and whatever was best calculated to PROMOTE THEIR INTERESTS was all the PEOPLE of the GOVERNMENT had in mind. The powers they conferred on this government were to be exercised BY ITSELF". It had NO power over the states. "The limitations on the power, if expressed in general terms, were naturally and necessarily applicable to the government CREATED by the INSTRUMENT." The "Bill of Rights" applies to the government ONLY, and the PEOPLE in government.

Therefore, YOU AND I DO NOT HAVE CONSTITUTIONAL RIGHTS!! Only the PEOPLE in the government have constitutional rights.

People used to tell me that I was out of my mind for saying that. They would ask, "What do you think we have this wonderful Christian government for? It is to give us rights!"

I would say that I do not agree with that. I think that God gave us rights BEFORE the government ever EXISTED. The government is the one that needed the people to let the government create some right of their own to apply to themselves, in the government. It is at the LEISURE of the PEOPLE in the states that the government was created in the FIRST PLACE and LET the people of the government exist. If the PEOPLE do not like it they can abolish the government.

America can only be free again if the CORPORATION known as the United States were ABOLISHED. I did not expect to get much help in that effort until they picked a new "Wizard" over there in Oz. The new "Wizard of OZ", Billy Clinton, is running AMERICAN CORPORATIONS out of the country at record rates. He is running the biggest portion of HIS own government's tax base out of the country. That is revenue to support the United States of America Incorporated. He has done more in a few months to destroy the United States than all of the rest of the anti-government movement has done in the last fifty years. He may very well destroy about 98% of the CORPORATION called the United States in his first term alone.

WORLD BANK
AND IMF

There may be some chaotic times ahead as this happens and becomes apparent. There will be more police control to prevent the fall, but it looks inevitable. Property will be confiscated with a fight if necessary. There are reports that United Nations troops are being trained at the abandoned military bases around the country to help with the control of the people when all property is taken for payment of the debt to the World Bank and the International Monetary Fund and the Bank of England. There are reports of troops all over the country and on each border, Mexico and Canada. Something seems to be in the making here.

The money system is about to collapse and the American people are striving and struggling to keep it from collapsing. The people do not realize that this system is bad for them and that if they would quit struggling so hard to support it we could get away from it sooner. The people in the government are trying to make it collapse but we will not let it. They will win over one day and we

will all be issued "new" money and our property will be placed in the hands of the HOLDERS entirely. But if we keep struggling for what we think is ours they will have to bring in the troops and make us quit struggling and then keep the peace in America with numerous troops in the streets.

The PEOPLE that inhabit this country, America, may not wake up until it hits them where it hurts.....their cars. Yes, their cars. You can do anything to the American people, even charge over 20% interest on borrowing to pay for luxuries and necessities alike. You can take their kids away in buses to public brain laundries. You can even make them pay taxes and insurance that amount to over 80% of their pay. But do not fool with their cars. When that happens look out.

PENSIONS

The other thing to look out for is the day that all the pensions are cut off. The government is hoping that before anything big happens that the majority of WW II and Korean veterans will be dead and gone so that they will not have to face them and their dependents. But there are other types of pension holders and they will be just as mad, but they may not have proven battle records and may not know how to fight in hand-to-hand combat.

But a little lady with a big iron skillet is still a force to be faced. There may be millions of them too.

WACO

WEAVER OR
KAHL

The Rodney King incident shows that the "justice" system in the United States should be spelled, "just-us". It is just FOR THEM, the police and others in the government at all levels. Those officers should all be in jail for the treatment of anyone in the manner that they treated Rodney King. The scum that beat him up should answer for it. But it is THEIR LAW and is made FOR THEM. The "HOLOCAUST AT WACO" proved that when they murdered innocent Americans there and nobody stopped them. Who will stop them in other towns around America the next time? Who stopped them at Randy Weaver's place? What about Gordon Kahl? HE WAS BURNED ALSO.

BIRTH
CERTIFI-
CATE

But the government wants us to think that they are taking care of us. The government even created a Department of Human Resources which is where your mother placed your body at birth. Yes, your mother signed a BIRTH CERTIFICATE in YOUR name and placed YOUR BODY into the government vault. You were identified by your name on the paper. If you were missed there, they set up a "Socialist" Security System for you to sign your own self into their vault at the Social Security Administration building.

NOW YOU ARE PROPERTY OF THE GOVERNMENT!

INSTRU-
MENTS

Babylon has taken away the children. They control the bodies of the children and everyone else that fills out the forms for the government. Babylon has taken all property, or "stores", as the Bible refers to them. It has been accomplished through paper documents known as INSTRUMENTS.

EXPATRIATE
WHEN 18

For those that want out of the JURISDICTION of the United States the law has been provided for anyone to be able to EXPATRIATE when they reach the age of 18. Look it up in the Corpus Juris Secundum under "CITIZEN".

DEED IN
OTHER
HANDS

The deed to your land is not in your hands. It is filed in the public records in the court. The government has it! The government is the "holder in due course". You just do the maintenance of it to keep the value up. You just manage it for the bank or the government if the bank is paid off.

TITLE IN
OTHER
HANDS

The title to your car is not in your hands. It is filed with the State and they allowed you to register it while they hold the ORIGINAL TITLE, not the "Certificate of Title" that you have in your top drawer at home. "Certificate" of Title" and the "true", original title are two very different pieces of paper. Which one do you have? Do you have your car? Most people do not. The State does because they hold the "true title". Look at it and see for yourself.

M.S.O.

The Manufacturer's Statement of Origin, or MSO, is the actual bill of sale and title. The dealer gives the MSO to the bank or the government when you buy the car. Ask him about it.

CONSTITUTION
DOING
VERY WELL

The constitution is alive and well and does not need any help from the patriotic groups around that want to "restore the constitution", or "help preserve the constitution", or "repair the constitution". None of these things can be accomplished and do not need to be. The government is living under it very well and prospering at our expense. It is very healthy as far as they are concerned. And since it was written FOR THEM, BY THEM, it is doing very well.

BANKRUPTCY
COURT IS
"SUPREME"
COURT

In Article II, the Congress had the power from the very beginning to create uniform BANKRUPTCY laws. What a set up. What are we living under today? We are living under BANKRUPTCY. The framers put that there so that the situation of BANKRUPTCY could exist and put ALL LAW under the Uniform Bankruptcy Laws, and the Bankruptcy Court, in order to control and monopolize every aspect of business in America. That has happened. The one court that CANNOT be overruled in the United States is the Bankruptcy court. Its decisions are SUPERIOR TO all other courts. It CANNOT be overruled. THAT MAKES IT THE "SUPREME COURT" in THE UNITED STATES!

FRAMERS
AND
MASONS

The FRAMERS of the Constitution were not these "nice" little old men that had OUR BEST INTERESTS at heart. They were a bunch of schemers with a flair for "intrigue" and "cabal" that surrounded their every meeting, and was included in every document written by that bunch of "ring twirlers".

There may have been a couple of good people that got involved. They were not all bad. Without the good men involved the Grand Scheme would have been accomplished much sooner. But do not refer to them as the "Founding Fathers", and suggest good intentions on ALL their parts.

JACKSON

Andrew Jackson was one of the good guys that came along and in the 1830's, threw out the bankers, and abolished the National Bank. By

doing that he delayed the country's falling into the BANKRUPTCY for another 100 years. He was a good, decent man that got into the presidency and threw the moneychangers out.

LINCOLN

Years later they tried again to put this country into debt and eventual bankruptcy with the Civil War. Abraham Lincoln saw what the bankers had planned and stopped them at every turn. He even issued the "Greenbacks" to take the debt out of the hands of the lenders. He would not agree to setting up their National Bank and borrowing their worthless paper money at 20% interest and putting the United States into huge debt quickly at that rate.

BOOTH

So he threw them out and they sent one of their hit men over here and Lincoln was murdered. John Wilkes Booth was an employee of the Rothchild Bank of England. That was the banking house that Lincoln had refused. Lincoln did not set up a central banking system in America, and delayed the take-over again.

The War Amendments had not been ratified by the proper number of states while congress was in session and the attempts to gain control of this country through FRAUD continued. Andrew Johnson attempted to stop them but only succeeded in slowing them a few more years.

FEDERAL
RESERVE
SYSTEM

The fight had been going on for a long time and finally the bankers came up with a FRAUDULENT scheme to trick the public and politicians into agreeing with the debt system and BANKRUPTCY. They set up the Federal Reserve which is not FEDERAL and has no RESERVES. This was the central banking system that they had been trying to establish since before the formation of the Republic. This was a central banking system but could not be called that out in the open. Everyone who immigrated from Europe knew that the central banks there were the cause of high taxes and debt burdens. The people would have revolted before setting up a central bank here. So it was called the Federal Reserve Banking System to conceal its true identity and sell the idea to the people.

COLOR OF
LAW

Color in legal terms means not real. "Color of law" means that it is not real law. Anything that is not real and is held out to be real involves FRAUD.

COLORABLE
PROCESS

The 13th, 14th, and 15th Ammendments were COLORABLE since they had not been properly ratified in the 1860's. The 16th and 17th Amendments were never properly ratified, with NO quorum present in congress, in 1915. And if you look back at the ratification of the constitution that whole process was also COLORABLE, and makes the instrument a FRAUD.

THERE IS FRAUD EVERYWHERE!

If the passage of these ideas and documents had to be done by using FRAUD and trickery there must be something wrong with all of the "laws" that were just mentioned, including the constitution.

ANARCHY
NOW

There is no law in this country anymore. The law dictionary defines ANARCHY as the ABSENCE of LAW. The law dictionary defines the COLOR OF LAW as being that which has the appearance of law but is NOT real LAW at all. If it is not REAL law then it is the ABSENCE of law. We do not have a DEMOCRACY. We have ANARCHY now.

CIVIL
RIGHTS

Over the years I have slowly come to believe that citizenship is not a good thing. And I have told you that civil rights applied to citizens. CIVIL means emanating from civil governments. So, civil rights would come from civil governments. If the government gives you something it can always take it away and you should not want to accept these rights from the government and do business with them if you had the RIGHTS in the first place.

I thought that it was not a good idea to use these civil rights laws to try to fight them. So I looked at every other possible means that I could find such as common law complaints, civil complaints, and civil and criminal procedures. I even used these foolish constitutional rights claims, common law rights claims, and substantive and God-given laws and rights claims, and none of it worked in the courts. A couple of times I got close and the judge would say it was not quite right. I said the right thing but I did not say it the right way. But they would not tell me what was wrong with my case.

IMMUNITY
WAIVED

The answer to the problem I was having turned out to be in the very thing that caused the problem in the first place. The answer was in the 13th and 14th Amendments, civil rights legislation. Under civil rights legislation the government has WAIVED ALL IMMUNITY. They are not immune to any civil rights claim whatsoever that is made. They have removed all legal requirements of the rules of court that apply to all lawyers in the courtroom or any court action. There is NO BASIC format that has to be followed.

They have waived the Anti-tort Claims Act pertaining to tort claims under civil rights legislation. A standard tort claim that cannot be made against the government is protected by the Anti-tort Claims Act. But a civil rights tort claim rolls right straight through. They are NOT IMMUNE.

The remedies were put there. All that was necessary was for us to learn to utilize them. But I still had the feeling that as a CITIZEN you should be entitled to this and if you were not a citizen you should not be entitled to any of this protection.

OTHERSON
v.
U.S.

I received a copy of a court case called Otherson v. US. This was where two Mexicans came across the border and were beaten up by a couple of border guards. These Mexicans got a lawyer and he put together a good civil rights suit.

OTHER
PERSON

This lawyer found out that civil rights legislation was intended by congress to cover everyone who came within the jurisdiction of the United States, NO MATTER WHO THEY ARE. He figured that out by the wording of the statute itself. It states. "Anyone who causes a DEPRIVATION OF the RIGHT of a citizen of the United States or OTHER PERSON is liable under the law. The "or other person" is what extended it BEYOND the CITIZENS of the United States. That is TITLE 42 section 1983.

I read over that back in 1983, or along about then, and I never picked up that "other person" part.

The most serious errors we have made is thinking the courts have been established by congress, or the state legislatures. And that established jurisdictions are set up by these legislatures to the extent that the courts can hear cases and that the legislatures can tell the courts what kinds of issues the courts can hear.

POLITICAL
ISSUES

At no place at all, anywhere, in any of the laws of the state legislatures, or under congress, has the court EVER been given the power to hear any POLITICAL or religious issues.

The courts are not there to hear anything about the Bible or God, so do not bring either of them in.

The 16th Amendment was not properly ratified. But that is a POLITICAL issue and the court CANNOT hear a case based on that.

WRONG
DEFENSE

When the fact that the 16th Amendment was not properly ratified was brought up as a DEFENSE the judge said, "Talk to your politicians about that issue."

POLITICAL ISSUES CANNOT BE USED AS A DEFENSE AND CANNOT BE BROUGHT UP IN COURT, PERIOD!!

These political issues are IRRELEVANT to the court but they ARE PROOF of the FRAUD. But since they are NOT defensive you CANNOT bring them up.

If the GOVERNMENT wanted to bring a case against a GOVERNMENT AGENT it would, then, be a CRIMINAL CHARGE against him because he did not get the LICENSE that he was required to get.

DOING
BUSINESS
IS NOT
RELEVANT
TO TAX

The fact that HE is DOING BUSINESS with YOU and he does not have a license is not a DEFENSE for you of why you did not PAY the debt that you OWE him. It is IRRELEVANT to the case. It is a POLITICAL issue because only politics can control his operation by regulations under the license, and force him to have it, or let him go on without it. It is NOT relevant to your case.

AM. JUR.

American Jurisprudence is abbreviated Am Jur. It is an encyclopedia of law like Corpus Juris. In book 16 Const 2d, under "constitutional law", in section 394 it gives a four page explanation of why congress has NEVER GIVEN POWER to the COURTS to hear POLITICAL issues.

It gives the established rule in the beginning to be beneficial to THEM, but if you use it the right way it can be beneficial to YOU.

COURTS
CANNOT
HEAR
POLITICAL
ISSUES

It states, "the government has NEVER given jurisdiction to the courts in any way to entertain any kind of an argument under the concept of a Republican form of government which would relate to a POLITICAL issue of how the Republican form of government was OPERATED." It says clearly you CANNOT. It goes on, "But it has been pointed out that even though the plaintiff in an action in a FEDERAL COURT for a violation of their constitutional rights might conceivably have added a CLAIM under the provisions of the federal constitution that the United States shall guarantee to

BUT
EQUAL
PROTECTION
CLAUSE

each state a Republican form of government, and such a CLAIM, BECAUSE NON-AJUDICATABLE in political nature, could not have succeeded, the plaintiff may be HEARD ANYWAY on their CLAIM of a VIOLATION of EQUAL PROTECTION CLAUSE of the 14th Amendment, PROVIDED that the CLAIM is not so IMMERSED in those POLITICAL QUESTION ELEMENTS which would render the CLAIM, under the guarantee clause, NON-AJUDICATABLE."

It looks like a fine line there. You CANNOT bring up such subjects as the 16th Amendment's not having been ratified. That is blatantly and clearly set forth. It is a POLITICAL question.

There is a way to get around this, using their fine line of a remedy available.

AGENTS
CAUSED
DEPRIVA-
TION OF
RIGHTS

If we say the FUNCTIONS of the agents of government, under the PRETENSE of APPROVED LAW of the 16th Amendment, may have CAUSED a DEPRIVATION of your RIGHTS by their actions, THEN we do NOT have a POLITICAL QUESTION. But we still brought the SAME ISSUE in, the 16th Amendment.

SET
CLAIM
IN COURT

If you twist the wording around the right way it will work because we said that the agent, acting under the COLOR of the LAW under the 16th Amendment, caused a DEPRIVATION of your RIGHTS and violated the EQUAL PROTECTION CLAUSE of the 14th Amendment. NOW YOU can set the CLAIM in the court.

BUT, understand that we CANNOT set the CLAIM into court that "The government agent did not have a right to do what he did because the 16th Amendment was never ratified." That is a POLITICAL QUESTION. It CANNOT be answered by the COURT.

FAILURE
TO STATE
CLAIM

The attempt to use POLITICAL ISSUES such as the lack of ratification of the 16th Amendment or the non-registering of foreign agents will result in the court throwing out the case by saying that there is a FAILURE TO STATE A CLAIM upon which relief can be granted or that the MOTIONS ARE MERITLESS. We have heard many times from the judge that there was a FAILURE TO STATE A CLAIM, or the MOTION IS WITHOUT MERIT, or that there was a FAILURE TO STATE AN OBJECTION.

The reason we FAILED using these issues was that we were trying to say that they did not do their JOBS correctly. Well, so what? What does that have to do with the fact that someone said a tax was owed? It is NOT even RELEVANT to the issue.

The court rules state that the motion, the complaint, and the answer to the complaint must be concise and direct.

Most cases are loaded with POLITICAL hogwash such as, "I do not agree with the DEBT of the United States." Or, "I object to the government putting us in debt." The court does NOT CARE about that. It is a POLITICAL issue.

WORDING
WRONG

We have been WORDING this stuff entirely the WRONG way. All of the patriot knowledge we have been getting is fabulous INFORMATION to get our minds set to the point that we understand that the government is our enemy, but NONE of it is useable in the court. That is why we have been LOSING all the cases.

MICHIGAN
CASE

WE have now WON a case after 14 years of trying. A man in Michigan was attacked by the IRS with both, CIVIL and CRIMINAL charges, at the same time. The attack started about three and one-half years ago. Within six months time they got a conviction on him and sentenced him to jail for two years. He spent two years in Federal Prison. About a year ago he got out. His name is Dan.

While he was in prison they followed up with the rest of the civil attack. The IRS put his home up for sale. It is a fifty acre piece of land in central Michigan with a house, barn, septic tank, and all the necesseties, etc. It is worth a lot of money.

They sold it for \$13,600. That is how much they claimed he owed them. For just that small amount of money they put Dan in jail for two years.

Those people have no compassion. For a nickel they might kill you.

They auctioned off Dan's house.

COMMON
LAW
LIEN

Someone had a copy of a COMMON LAW LIEN that I had done on my house and they showed it to some friends of Dan. They got in touch with me and managed to get the COMMON LAW LIEN on Dan's property drawn up with some study and research on their part. They called Dan and asked if they could sign his name to it and he agreed. They went to the court and got it filed, after some stumbling around a bit.

Now there was a \$190,000 lien so we gave notice to the man who paid the auction price by calling him to see if he was aware that the lien existed. He may have been told to buy the property anyway by the IRS and that the lien did not matter. He never said much over the phone.

WRITS

A few months went by and Dan called me to let me know that the fellow that bought the land, Mr. Sap, was suing Dan. And he was trying to get a "writ of ejection" to throw Dan off the property, and a "writ of possession" to try to take the property for himself. All of this was based on the deed that the IRS gave Mr. Sap.

I told Dan that he MUST ANSWER the SUIT. Dan asked me how. I told him to remember the papers I gave him on "countercomplaint".

RULE 12
FAIL TO
ANSWER
CLAIM

According to RULE 12 of the rules of procedure, both civil and criminal, the only way to answer a "CASE" is by countercomplaint. If you FAIL to countercomplain you FAIL to RESPONSIVELY ANSWER the claim. Even the legal profession does NOT KNOW this! The LAWYERS do NOT UNDERSTAND this!

IT IS CLEAR AS A BELL IN RULE 12!!

U.C.C.

But you cannot understand RULE 12 until you understand the UNIFORM COMMERCIAL CODE, from which ALL the RULES of the COURT are patterned, because the courts are CONDUCTING BUSINESS and trade in the United States.

FRAUD Dan wanted to know what to use as the BASIS of the COMPLAINT. I told him that we all now know what a FRAUD this whole government SCAM is and how it operates and to go into the STATUTE OF FRAUDS in the U.C.C. and see if any of it applies here.

\$5,000 STATUTE OF FRAUDS The STATUTE OF FRAUDS says that "any transaction involving \$5,000 or more as the VALUE of property MUST have a SIGNED AGREEMENT of contract to sell. Otherwise the taking of that property would constitute FRAUD."

That must mean, on the other side of the coin, that anything under \$5,000 must be a PERMISSIBLE FRAUD!!

Evidently, the LAW PERMITS FRAUD up to \$5,000, but does not permit FRAUD above that amount. That sounds crazy but that is what it appears to say. Go look it up.

So \$13,600 on this claimed deed that Mr. Sap supposedly paid is more than \$5,000 and would come under the STATUTE OF FRAUDS. Dan should do the counterclaim that Mr. Sap got the deed by FRAUD because Dan had never signed a deed to sell the property.

IRS IS PARTY TO FRAUD Because the IRS perpetrated such a FRAUD, and Mr. Sap is a party to the FRAUD, he becomes a co-conspirator in the FRAUD.

The lawyer for Mr. Sap answered and said that the issue we brought up would have to be faced in a Federal Court. The lawyer said that they did not disagree that Mr. Sap acquired the deed on a certain date. It was a fact that he DID acquire the deed.

We said that the deed that he DID acquire that day was a FRAUD and that Mr. Sap has no right to the property in which he acquired the deed by FRAUD.

COUNTER-COMPLAINT CONSPIRACY So that is a countercomplaint, a complaint that Mr. Sap would not have a right to this property if it were not for a FRAUD that he, and another that he conspired with, perpetrated upon Dan, the owner.

Dan shot this into the court and Mr. Sap's lawyer responded by saying that Dan DID NOT DENY that Mr. Sap had the deed so the lawyer moved for a "summary judgement".

MOTION TO QUASH So we wrote a "motion to quash" the "summary judgement". The "motion to quash" is a continuing sort of countercomplaint that says we object to the "summary judgement" but do not care what you do.

COURT IS A CO-CONSPIRATOR Now if the "summary judgement" is granted the COURT becomes ANOTHER co-conspirator in the perpetrated FRAUD and involves itself in the Federal case that we are bringing against the IRS and ALL of the co-conspirators in this action.

JUDGE RECUSED The judge RECUSED himself and they cannot find a judge to take the case. WHAT A WAY TO WIN!!

The COURT did not want to become involved in the FRAUD.

YOU TELL If you do not bring up the issue of FRAUD the court will let FRAUD

COURT continue. FRAUD is allowed until YOU bring it up!! YOU must bring it up, THEY cannot. The court can go by ONLY what it is TOLD.

CONSTITUTIONAL RIGHTS ARE NONSENSE The IRS and the courts have seized and sold property in the past and the owners argued all the constitutional rights and the common law rights to this issue and that issue, and how THEIR "Bill of Rights" did this and that. It was ALL NONSENSE. It was NOT RELEVANT and the judges threw the cases out of court. The arguments were dismissed and the judges ruled in favor of the ones who had the deeds.

PRESUMPTION Under the "summary disposition" RULES, if an instrument is brought in as evidence in the "CASE" it is to be PRESUMED by the court that the instrument is GOOD on its FACE.

COUNTER-COMPLAIN THEIR PRESUMPTION Now it is up to YOU to SHOW that the instrument is NOT GOOD on its FACE. If you do not do that then you have failed to RESPONSIVELY ANSWER by COUNTERCOMPLAINING their PRESUMED legitimate complaint that they have a right based on the DOCUMENT'S being GOOD on its FACE.

Dan wrote it up, with a little help. He called the other day to tell me he went into court on March 2, 1993 for the hearing on the "summary disposition". When he got there they told him that the hearing was cancelled. He said he did not believe them. So Dan went to the COURT CLERK'S office and the clerk said that the hearing was cancelled. Dan said, "I am here! Why has it been cancelled?"

The CLERK said, "The JUDGE is not here."

Dan asked. "Why is the judge not here?"

The clerk said, "He recused himself. He does not want any thing to do with this case."

So Dan asked when there would be another judge to take the case and she replied, "I do not know if we will EVER get another judge to take this case!"

TRAPPED If you build a box and put them in it they cannot get out. The system and its own actors have built all of the sides of the box. All we need to do is to learn how to put the lid on it and nail it shut. We will have them TRAPPED in THEIR own SCHEME.

They CANNOT DENY these FRAUDS because we can prove them. And there is no "statute of limitations" on FRAUD. We can take it back to the beginning if necessary.

The STATUTE OF FRAUDS is in the U.C.C. in section 2-103 or 2-203 (look up)

INSTRUMENT An INSTRUMENT is a written document of any kind. A lease, bond, will, or title...etc. Remember this definition. It gets used in the U.C.C. all the time.

SIGNATURE Under LIABILITY OF PARTIES, section 3-401 of the U.C.C..... SIGNATURE is the name of that particular section and says that NO PERSON is LIABLE for an INSTRUMENT unless his SIGNATURE appears thereon.

CONTRACT An INSTRUMENT is a written CONTRACT of any kind.

An APPLICATION for a mortgage is a written DOCUMENT and is an INSTRUMENT. It is also a CONTRACT and your SIGNATURE appears thereon. You have to SIGN it when you make the APPLICATION.

An APPLICATION for SOCIAL SECURITY is a contractual form of an INSTRUMENT with your SIGNATURE on it. Now you are liable for ANYTHING connected to SOCIAL SECURITY..... like CONTRIBUTION.

CONTRIBUTION CONTRIBUTION means the forced exaction of money from any party who participates in the scheme to INSURE the debts and losses of ALL the other PARTIES who are PARTY to the SCHEME.

The INSUROR of SOCIAL SECURITY is YOU!! That is what the definition says.

Social Security was sold to the American people as being a good Christian thing to do. We all wanted to take care of the elderly. That is the way Social Security was sold to America. It must be a good thing.

F.I.C.A. But "Social Security" is not the name of the law implementing Social Security. The name of the law is the "FEDERAL INSURANCE CONTRIBUTIONS ACT". F.I.C.A. is what we see written on our paycheck withholding each payday. If it is such a great idea they should call it what it is, and not what they tell us it is. If we will look up each of the words in the title of the Law we will find out what it is, rather than what the government tells us it is.

Now you know what the initials mean and what CONTRIBUTION means. It is probably not what you thought it meant.

This means that the AGENCY can take any amount of money that they need to offset the debts and losses of the rest of the PARTIES to the SCHEME.

LIABLE FOR DEBT Since the United States Government is the largest PARTY to the SCHEME, you must be responsible for the debts and liabilities of the U.S. Government. And they have run up a tremendous debt. And YOUR SIGNATURE on the APPLICATION made YOU LIABLE for the DEBT that the GOVERNMENT created.

WE, you and I, OWE the national DEBT because we GUARANTEED it for them. They can spend all that they want. The American people will pay the bill, the ones that are in the SOCIAL SECURITY program.

OUR SIGNATURES MADE US LIABLE. WE DO OWE IT IF WE SIGNED FOR IT.

SIGNATURE It says that no person is liable UNLESS his SIGNATURE appears thereon. Why did they not say that if your SIGNATURE IS on the INSTRUMENT you will assume the liability? That is what it means. "No person is liable unless his signature is on there" was written to mean that when his signature IS on there he IS LIABLE.

INDORSE-
MENT

Here is how his LIABILITY is ESTABLISHED to the LAW: "Unless the INSTRUMENT clearly indicates that the SIGNATURE is made in some other capacity, it is an INDORSEMENT". An INDORSEMENT is a full acceptance of EVERYTHING associated with the AGREEMENT that YOU are making.

INDORSEMENT as defined by Black's Law Dictionary, 5th Edition, under ACCOMODATION INDORSEMENT: "In the law of NEGOTIABLE INSTRUMENTS, one made by a THIRD PERSON without any CONSIDERATION, but merely for the BENEFIT of the HOLDER of the INSTRUMENT, or to enable the MAKER to obtain MONEY or CREDIT on it."

MAKER
CAN
BORROW

This means that an INDORSEMENT is an ACCOMODATION which accomodates the person who made the INSTRUMENT you INDORSED. When you INDORSE APPLICATION for registration of an automobile and you give them the paper that you signed, called an "APPLICATION FOR REGISTRATION", you have INDORSED the INSTRUMENT, left the INSTRUMENT in their hands, and it enables them, the MAKER, to BORROW money or credit AGAINST IT.

And that is how the government got to spend so much money. They got credit because they put YOUR PROPERTY up as COLLATERAL. In the case of Social Security YOUR BODY itself was the property that was put up as COLLATERAL.

CAR

When you signed the application for automobile registration YOUR CAR was identified as the property to be put up as COLLATERAL for the government to BORROW against.

HOUSE

When your lawyer signed the TRANSFER AFFIDAVIT at the PUBLIC RECORDS of the COURT showing the transfer of the DEED to YOUR HOUSE from somebody else to you, and filed it in their records, then he INDORSED that FOR YOU, acting as your AGENT, they used YOUR HOUSE as COLLATERAL. It was the property named on the INSTRUMENT.

BODY

When you..."dear Mom", put your INDORSEMENT SIGNATURE on the bottom of an APPLICATION for a birth certificate for your child, you turned the BODY OF THE CHILD over as property for them to borrow money against. The child was named on the INSTRUMENT.

HUMAN
RESOURCES

The Office of Human Resources of the Federal and State governments deal with "human beings" as "RESOURCES." The humans are treated as resources just like oil, timber, minerals, or agriculture etc. Human beings are property to them and treated as such.

When you sign the SOCIAL SECURITY application your BODY is identified as the PROPERTY.

I had the chance to upset some poor guy in Baltimore. I sent him a bill for something which I will read later. He called me about this matter and he asked me what this was all about.

I told him that he deprived me of some of my property rights by his actions and I was billing him for the loss. He said he knew that, but told me that I made a threat down here that I would do a DISTRRAINT WARRANT and EXECUTE against all property he had.

I had listed the property and I told him I would take his house,

his car, his wife, his children, and any tools he had. He got upset about the wife and children. He said that taking them would be slavery. He said, "You cannot do that!"

HOLDER

I told him that he did not seem to understand that they already are slaves because they are property of the government. I told him that right then HE was the HOLDER.

But he had a debt to me and if I can collect on this debt then I can become the HOLDER. So I am going to end up with his wife. But my wife was against it because we would have to feed her. That ended that.

The thing to remember here is that when you INDORSE an INSTRUMENT and LEAVE it in some one else's hands and it IDENTIFIES a piece of PROPERTY, they can USE the PROPERTY and the VALUE of that PROPERTY as COLLATERAL to acquire CREDIT. THERE IS NO LAW AGAINST DOING IT.

The LAW states that you CAN do it.

ANARCHY

ONE LAW states that you CANNOT steal. THIS LAW states that you CAN steal. This leads to CONFUSION in law. CONFUSION IN LAW IS ANARCHY. What we have in this country is ANARCHY. There is NO LAW here.

HOLDER
IN DUE
COURSE

UCC 3-305 is titled the RIGHTS TO HOLDER IN DUE COURSE. "To the extent that a HOLDER is a HOLDER IN DUE COURSE, he takes the instrument, free from ALL claims to it on the part of any person." Remember that this section is called the RIGHTS OF THE HOLDER IN DUE COURSE.

When one person takes the INSTRUMENT free from all claims to it by any other person means that if I bought the property I do NOT have ANY RIGHT in the property because I do NOT even have a RIGHT to claim anything on it.

(Property is defined as the "RIGHT" to the USE of a thing, NOT THE THING ITSELF.)

If you fill out anything, such as a voter registration, that identifies YOU as a body, and leave that INSTRUMENT in the hands of the government, they become the HOLDER IN DUE COURSE of that INSTRUMENT (not of your body itself, the instrument). They take the INSTRUMENT free from ALL CLAIMS to it on the part of any person and acquire every bit of right in the property identified thereon, YOUR BODY.

We do NOT have ANY RIGHT in this country of PROPERTY!

Thomas Jefferson made a good comment, "WITHOUT PROPERTY THERE IS NO LIBERTY!"

FREEDOM
WHEN FEE
PAID

We equate LIBERTY with FREEDOM, but that is not really an equation. FREEDOM is what we have in America. We have a lot of FREEDOM. You are FREE to drive provided you PAY the fee to get on the roads. You are FREE to work provided that you PAY the fee to

work, called income tax and social security.

You are FREE to go fishing provided that you have PAID the fee for the license. The same is true for hunting and other FREEDOMS we have in America.

LIBERTY But you are not at LIBERTY to do anything because you do not have any property. "Without property there is no liberty."

THEIR The police have told me that I could take my car home and start it up in the driveway and execute my right to travel all I want as long as I did not get off MY property and come out onto THEIR roads. Good point!

RIGHT TO On my property, in which I have a possessory interest, I have a RIGHT to TRAVEL. I can travel from one end of it to the other end of it. I cannot cross the line and go onto someone else's property. That would be TRESPASSING.

If the State has DEEDED the LAND for the ROADWAYS to ITSELF then it is the State's PRIVATE PROPERTY. I need a PERMIT called a drivers' license to use THEIR property or I would be TRESPASSING. This is another example of how we have been robbed in America.

When you identify your property on this INSTRUMENT that you are filling out, such as an application for registration of a car, and then it is signed by you and handed over to them, you have transferred the property to THEM. But YOU thought you were transferring it from the DEALER to YOU because it says that on its face.

If the State takes the paper and HOLDS on to it in the middle of the transfer between me and you, the State becomes involved in the transfer and the State ends up with the RIGHT IN THE PROPERTY!

That is called a FRAUDULENT TRANSFER!

FRAUDULENT It is covered by statutes called FRAUDULENT CONVEYANCE STATUTES. This is defined in the law dictionary as a conveyance or TRANSFER of property, the object of which is to DEFRAUD a CREDITOR or hinder him, or to delay him, or to put such property beyond his reach.

A CREDITOR is one who puts up the value for somebody else. It was YOUR car. If YOU were selling it to ME you were putting the value of your car up to transfer it to me. I am the DEBTOR. I am going to owe you for the car. The State gets in the middle of this transaction and hinders you from being able to get the full value of your car as a CREDITOR.

That is called an UNLAWFUL CONVERSION.

UNLAWFUL An UNLAWFUL CONVERSION is what occurs during an UNLAWFUL CONVEYANCE. (look these words up)

CONVERSION A CONVERSION is an UNAUTHORIZED ASSUMPTION or exercise of the RIGHT of OWNERSHIP over GOODS or personal CHATTEL belonging to ANOTHER.

What is the State doing with these INSTRUMENTS?

They are perpetrating an UNAUTHORIZED assumption or exercise of the RIGHT of ownership of these automobiles. The State is receiving the RIGHT in the property. If they are taking the RIGHT of the property, that is part of the RIGHT of the ownership, then they are exercising control over your use of the property that you think is TOTALLY yours and have the right in.

This system is all FRAUD! FRAUD EVERYWHERE.

DESIGNED

This system is DESIGNED to specifically get the VALUE of every bit of your PROPERTY away from you!

All of this can be used as evidence but it must be explained exactly what the FRAUD is. This is where we could use some help from lawyers that want to help the cause of liberty. (It may require a retired lawyer with nothing to lose to help in this.)

U.S.
vs
HERRON

There are a couple of court cases that I know of that expose the FRAUD. One is U.S. v. Herron, 825 F 2d 50 (1987).

The case is about a man who made a lot of money and took it out of the U.S. and brought it back in small quantities so that he would not have to pay income tax on the whole amount. He perpetrated a FRAUD by doing this. This case is an example of what the government calls FRAUD. It is about HIDING TRUTH.

This guy would not have had to do this if he had known about the STATUS of being a NONRESIDENT alien.

His money was made from NON-GOVERNMENT sources, from private sources, so he did not owe a tax anyway. But he did not know that.

HIDING
TRUTH IS
FRAUD

This case shows that what he did was a FRAUD because he was trying to HIDE it. HIDING the TRUTH or RIGHT of the property is FRAUD. And in order to catch him the IRS perpetrated another FRAUD themselves.

McNALLY
v.
U.S.

The second case is McNally v. U.S., 483 U.S. 350. This also shows FRAUD and explains it in detail. This case details tangible and intangible property RIGHTS along with tangible and intangible property rights FRAUDS. It shows what a FRAUD against a tangible property right would be.

These cases should be put on your reading list so that you will be able to completely explain FRAUD and then make a case that shows the FRAUD in any area that you might need to apply.

FRAUD IS EVERYWHERE and you should practice describing it.

BACK OFF

If you begin to put these cases together properly the government will BACK OFF where they would have come forward previous to this knowledge.

TRESPASS

A TRESPASS of any kind is a FRAUD upon the person or property. Any kind of a FRAUD dreamed up to be committed on a person is, in

turn, a TRESPASS. Any kind of a FRAUD or a TRESPASS turns out to be an INJURY to the person that has been TRESPASSED upon or DEFRAUDED.

INJURY An INJURY is something that you can take into COURT and create an ACTION on. A DEPRIVATION of personal property RIGHTS is INJURY.

An INJURY is entitled to COMPENSATION! MONEY DAMAGES!

Someone may be able to make a couple of bucks before this whole FRAUDULENT system collapses. Maybe they can burn them in the fireplace when they become completely worthless.

These actions may be the PAPER ARROWS to shoot over there at Babylon to knock it down.

It is necessary to review several definitions in order to define FRAUD. One of the words is SCHEME.

SCHEME A SCHEME is a design or a plan formed to accomplish ANY purpose at all; a SYSTEM. When used in a bad sense the word corresponds to trick or FRAUD. A SCHEME to DEFRAUD. Within the meaning of the MAIL FRAUD statutes, it is the intentional use of FALSE or FRAUDULENT REPRESENTATION for the purpose of gaining a valuable UNDUE advantage or working some INJURY to some thing of value held by another.

That fits all the things that were just discussed, such as motor vehicle registration, Social Security, voter registration, birth certificates for the children, and other SCHEMES to gain a PROPERTY VALUE INTEREST in whatever PROPERTY is IDENTIFIED on the INSTRUMENT.

This whole thing sounded like a SHAM so I decided to look up that word.

SHAM SHAM means FALSE. A TRANSACTION without SUBSTANCE, that will be DISREGARDED for TAX purposes.

CANNOT TAX That means that they cannot TAX something that is FRAUDULENT because FRAUD also means FALSE.

This last point by itself could be enough to free the people from an illegal tax system. Since the whole SCHEME of taxation in this country is a SHAM the law says to set it aside or DISREGARD it.

Chief Justice of the Supreme Court, Cardoza, in 1944, referred to the 14th Amendment as a SCHEME of FORCED liberty. Today we are finally all equal, more than before. We ALL are PROPERTY and ALL EQUAL since we are all HELD by another, the GOVERNMENT, through CONTRACTS.

DECEIT DECEIT is a FRAUDULENT and DECEPTIVE misrepresentation. It is an ARTIFICE or DEVICE used by one or more persons to DECEIVE or to TRICK another who is IGNORANT of the TRUE facts to the PREJUDICE and DAMAGE of the party IMPOSED upon.

We are creating a basis for an action here. By explaining how the deception and fraud took place we can then show that we have cause to be compensated for the injury that resulted from the DECEPTION

that they perpetrated.

That definition of DECEIT mentioned the word ARTIFICE.

ARTIFICE

An ARTIFICE is an ingenious CONTRIVANCE or a DEVICE of some kind, and when used in a bad sense it corresponds to TRICK or FRAUD.

The instruments of the systems mentioned before, such as Social Security, voter registration, and all the rest would certainly fit into the definition of an ARTIFICE as being a DEVICE of some kind to trick or perpetrate a FRAUD because you were TRICKED into using these DEVICES. And YOU have given up your property for them to hold to the detriment or PREJUDICE of YOURSELF, the PARTY imposed upon.

These DOCUMENTS that the government calls VALID are ARTIFICES. They constitute a FRAUD.

FRAUD

FRAUD is an intentional PERVERSION of the TRUTH for the purpose of inducing another in reliance upon it to part with some valuable thing belonging to him or to SURRENDER a LEGAL RIGHT.

When you FILE your DEED in the public RECORDS, the COURT, you SURRENDER the legal RIGHT to the property. By the ARTIFICE, the application, and the misrepresentation of law, you are induced into that. You had BETTER do these things or you will be arrested and put in jail if you refuse to do them. So you did them under DURESS.

ACTIONABLE FRAUD

ACTIONABLE FRAUD is DECEPTION practiced in order to INDUCE another to part with property or SURRENDER some legal RIGHT. It is a FALSE representation made with the intention to DECEIVE. It may be committed by stating what is KNOWN to be FALSE or by professing knowledge of TRUTH of a statement which is FALSE. In either case an essential ingredient is the FALSEHOOD intended to DECEIVE. To constitute an ACTIONABLE FRAUD it must appear that the defendant made a material misrepresentation, that it was FALSE, that when he made it he KNEW it was FALSE, or made it RECKLESSLY WITHOUT any knowledge of its TRUTH as a positive ASSERTION, that he made it with the intention that it should be acted upon by the plaintiff, and that the plaintiff acted upon it in RELIANCE upon the TRUTH that he ANTICIPATED it had, and that the plaintiff thereby suffered an INJURY.

If you study that closely, it sets up the BASIS of your whole CASE.

INJURED

Because we have been INJURED by the loss of our property by being COMPELLED by misrepresentations of law into PARTICIPATING in all of these government things that identify our property, and we lost the right of our property, we have suffered a LOSS because of their misrepresentations.

NO FORCED CONTRACTS

They cannot make you contract with them by any means. NO LAW can be passed that states that you have to make a CONTRACT with them. But they are getting away with this stuff because we are afraid of them. And they are going to get away with it and you are never going to win as a DEFENDANT. The only way to win is to go after them for FRAUD.

YOU
BECOME
PLAINTIFF

If YOU are the PLAINTIFF and THEY are the DEFENDANT and you accuse them of FRAUD, and you ask for \$100,000 it is going to scare them so bad that they are not going to answer you. A FAILURE to answer a case is a WIN.

The court has backed off the case in Michigan for now. They are not going to play with this thing. They are afraid. In that case Mr. Sap cannot get the court to sign an order for possession. He is going to lose his \$13,600 that he paid the IRS for the property since he cannot take possession of it. He is going to have to sue the IRS to get his money back. He is definitely not happy about that.

INJURY

An INJURY is ANY WRONG or DAMAGE done to another in his PERSON, his RIGHTS, his REPUTATION, or his PROPERTY. If you have received any kind of an INJURY then you have the right to file for a COMPENSATION in a court ACTION, even against the GOVERNMENT.

U.S.
v.
TWEEL

A refusal to answer something is SILENCE. In the court case of U.S. v. Tweel, 550 F 2d 297 (1977), the judge said, "SILENCE can ONLY be equated with FRAUD where there is a LEGAL or MORAL DUTY to SPEAK, or when an inquiry left UNANSWERED would be intentionally misleading. We CANNOT condone this shocking CONDUCT by the IRS. Our revenue system is based on the "good faith" of the taxpayers (government workers) and the taxpayers should be able to expect the SAME "good faith" from the government in its enforcement and collection activities."

SILENCE
IS FRAUD

"GOOD
FAITH"

"During the oral arguments counsel for the government stated that these practices of SILENCE were ROUTINE. If that is the case we hope our message is clear! This sort of DECEPTION will NOT be tolerated, and if this is ROUTINE it should be corrected immediately!"

We just learned that FRAUD is actionable and we could create a case with FRAUD as the basis.

SILENCE
IS
ACTIONABLE

SILENCE by an official or police, or anyone else that will not answer your question, results only in an attempt to DEFRAUD you by some SCHEME to DEFRAUD and is, itself, grounds for an action just as FRAUD is actionable.

SECURITY
INSTRUMENTS

There is another case that lines itself right up with the Erie Railroad decision, but it also includes some real interesting comments about the situation that the government put itself in by dealing in these SECURITY INSTRUMENTS, such as deeds, certificates of title, and insurance policies, like Social Security. Those INSTRUMENTS are called SECURITY INSTRUMENTS.

The fact that the property is identified on there SECURES the property INTEREST that is IDENTIFIED to the name of the party appearing thereon. That is why they are called SECURITY INTERESTS.

CLEARFIELD
GOV'T.

The Clearfield Doctrine, refers to the Clearfield Trust Company v. U.S. 318 US 363 (1943), expressed, "The government descends to the level of a mere CORPORATION and takes on the CHARACTER of a

DESCENDS PRIVATE CITIZEN where private, corporate, commercial paper
TO CITIZEN SECURITIES are concerned."

NO That means they DO NOT have any IMMUNITY. They are EQUAL to ME and
IMMUNITY YOU. They are right on a level with us.

If OUR name appears on the security INSTRUMENT and THEIR name
NAME ON appears on the security INSTRUMENT they are the SAME as US. They
INSTRU- have NO MORE RIGHTS than we do. We have NO FEWER RIGHTS than the
MENT government does!

Most people think that the government is superior. This case
states that the government is EQUAL.

(note: Falsely ELEVATING the government to OUR level is really
stretcing it.)

Quoting Clearfield again, "For purposes of suit, such CORPORATIONS
CLEARFIELD and INDIVIDUALS are regarded as an ENTITY entirely SEPARATE from
DOCTRINE government." Very interesting case.

Now we can understand why the civil rights legislation waived all
IMMUNITY for government agents. The only way that they are
committing a DEPRIVATION of your RIGHTS is by WRITTEN INSTRUMENTS.

Everything they do to you is based on some written INSTRUMENT.
EVERYTHING!

The court CANNOT acquire JURISDICTION over a case unless there is
COURT a written INSTRUMENT involved of some type or another. There has
MUST HAVE to be a contract, the agreement, or the ASSUMPTION of a contract
CONTRACT FIRST or agreement, such as RESIDENCY.

RESIDENCY RESIDENCY is a CONDUCT. And they always have to establish
RESIDENCY in order to prove to the court that it has JURISDICTION
over the ISSUE and the PERSON in front of it.

A man in Tennessee would not admit that he was a resident of
Tennessee and the judge got so frustrated that he even asked the
man where he slept in order to establish RESIDENCY. The judge was
trying to get him to admit that he slept in Tennessee to establish
RESIDENCY. Finally, the judge threw him out of the court. He
could not establish RESIDENCY. When he could not establish
RESIDENCY he could NOT PROVE JURISDICTION over the man.

You can put together a good civil rights case showing and exposing
CIVIL how the FRAUD created the INJURY. You can show that they are equal
RIGHTS to you without their having special or particular immunities
CASE BECAUSE there is commercial paper involved.

The commercial paper involved consists of Social Security
applications, IRS 1040 forms, vehicle registration applications,
and other license applications and various other forms used by all
governments and at all levels.

These government entities, such as the IRS, are all equal to you
and have NO particular IMMUNITIES. By their SILENCE they have
HAVE NO proven their involvement in SCHEMES to DEFRAUD you. This action,
IMMUNITY according to the Supreme Court, CANNOT be tolerated by the courts.

Triple damages may be in order here. A tax bill tripled could be awarded. The courts would not argue with it. The courts know racketeering when they see it. RICO may apply.

26 USC
SEC 6323

U.C.C. IN
TITLE 26

Look at how this FRAUD works and fits into some of the law. There is a statute called the Federal Tax Lien Act of 1966. It has been CODIFIED in Title 26, sec. 6323. In USCS, United States Code Services, under section 6323 N 5, there was found to state, "The purpose of The Federal Tax Lien Act of 1966, which is codified 26 USC, sec 6323, was to FIT tax LIENS into the priority SCHEME of the UNIFORM COMMERCIAL CODE." This came right out of the book of laws, USCS.

This is not someone's opinion. It is in the statutes, the codes.

U.C.C IN
IRS CODE

For all of those that think that the UCC does not fit into the IRS Code and cannot be used simultaneously with it.... that is what the CODE states!! Title 26 is the IRS CODE.

READ IT AGAIN.

"THE FEDERAL TAX LIEN ACT WAS CREATED TO FIT TAX LIENS INTO THE PRIORITY SCHEME OF THE UNIFORM COMMERCIAL CODE."

26 USC
SEC 6323

TRANSFER
PROPERTY

Continuing from USCS 6323, "The purpose of requiring of filing of a Notice of Federal Tax Lien was NOT to create the lien, but only to MAINTAIN its PRIORITY over certain other liens. The fair intendment of the predecessor of 26 USC sec 6323 is to permit the transfer of property, both real and personal, belonging to the person who has neglected to, or failed to, pay the tax without a REAL LIEN of government attaching the property."

People have been saying for years that a NOTICE of TAX LIEN is not worth the paper it is written on.

SELF-
ABNEGATION

CLASSES OF
PERSONS

Continuing the quote, "Predecessor to 26 USC sec 6323 was an act of self-abnegation UPON the part of the GOVERNMENT in the collection of the taxes by which it MUST abide. There is no question of strict versus loose CONSTRUCTION that arises. There is no room for CONSTRUCTION as predecessor to 6323 as classes of persons was specific."

(Abnegation is the act of denial. To abnegate means to "deny or refuse a RIGHT." It is from the Latin word, "abnegatus", which means to deny or to refuse.)

That means it is set in stone and CANNOT be changed by CONSTRUCTION as to the CLASS of PERSON that a FEDERAL TAX LIEN can be laid against.

26 USC
SEC 6331

NOTICE
AND DEMAND

Cross reference, see sec 6331, titled, "Levy and Distraint": "Authority of the secretary: If any person liable to pay any tax neglects or refuses to pay the same within ten days after a NOTICE AND DEMAND, (from UCC, used again by IRS code) it shall be lawful for the secretary to collect such tax and such further sum as shall be sufficient to cover the expenses of the levy by levy upon the property and rights to property except such property as is exempt under 6334, belonging to such person(the one who refused to pay his tax),.... is a lien provided by this chapter for the payment of such tax, levy may be made upon the accrued salary or

LEVY FOR
GOV'T
EMPLOYEES
ONLY

wages or properties of any officer, employee, or elected official of the United States, the District of Columbia. or any AGENCY or INSTRUMENTALITY of the GOVERNMENT of the United States or the District of Columbia."

The "State of Georgia" or any other named State is an INSTRUMENTALITY of the United States.

"State of (any state name)" is the government CORPORATION of that state.

"Georgia" IS NOT! The "State of Georgia" IS the government of Georgia and is an INSTRUMENTALITY of the United States Government.

Any named "County of" government is an instrumentality of the "State of" government which is an instrumentality of the "United States" Government. That shows the connection of the local governments with the Federal Government since they are all agencies of the one above them.

If you work for any phase of government whatsoever you are covered by the connection of the agencies to the Federal Government. You are covered by that statement above and there is a period behind that statement as was stated as to whom it applies. It does not go on to name anyone else as to whom it applies.

The statement is very specific, TAX LIENS CAN ONLY BE LAID UPON GOVERNMENT OFFICIALS, GOVERNMENT EMPLOYEES, AND GOVERNMENT CORPORATIONS! NOT YOU AND ME!

ARGUE THE
FRAUD

That was part of the argument used in Dan's case to show the rest of the FRAUD. And that was what prompted the lawyer to say that all the stuff you brought up about section 6331 is an argument that belongs in a FEDERAL COURT. We knew he was going to say that, because it DOES belong in a FEDERAL COURT. It did not belong in that little court. It was not relevant to the case of a guy having a deed and wanting a "writ of possession" based on the deed he got. Section 6331 is not relevant to that case!

BUT it IS part of the COUNTERCOMPLAINT to show that he got the deed by FRAUD and the "set-up" was to say, "Fine. We're going to have a Federal case and this guy, Mr. Sap, is a CO-CONSPIRATOR in the FRAUD and we certainly hope that the COURT does not intend to become another CO-CONSPIRATOR of the FRAUD with the IRS."

WHEN THE LID IS PUT ON THAT BOX THERE IS NO WAY OUT!

LAY OUT
THE CASES

There are two ways to lay these cases out. One way is the COUNTER-COMPLAINT.

All places where there is a COMPLAINT filed MUST be answered by a COUNTERCOMPLAINT.

RULE 12

RULE 12 of the FEDERAL RULES of CIVIL PROCEDURE is the one that these cases are based on. The State rules state the same words as the Federal Rules but the number of the rule may not be 12. It may

be 5 or 10 or another number. It may also be rule 12 as in the Federal rules. You have to check the rules out for each state.

They are UNIFORM throughout the STATES, they use basically the same wording.

RULE 12 states that you must see RULE 13. These Rules run you all around.

RULE 12 states, "FOR THE RESPONSIVE OBJECTIONS SEE RULE 13."

RULE 13 RULE 13 is headed: "MANDATORY COUNTERCOMPLAINTS."

COUNTER- Since it is MANDATORY then that is what expresses the meaning that
COMPLAINT the RESPONSE has to be done in the form of a COUNTERCOMPLAINT,
MANDATORY otherwise it DOES NOT ANSWER THE COMPLAINT. It is absolutely
MANDATORY that you FILE a COUNTERCOMPLAINT!

It goes on to explain that the COUNTERCOMPLAINT has to be filed PRIOR to the FINAL judgement. After judgement the COUNTERCOMPLAINT is barred.

We cannot bring any old cases back by countercomplaint. That chance has passed.

WHEN YOU DO NOT COUNTERCOMPLAIN YOU DO NOT ANSWER THE COMPLAINT.

RULE 13 shows how to lay out the case. It cross references back to RULE 8.

RULE 8c. RULE 8c is titled, "AFFIRMATIVE DEFENSES."

An AFFIRMATIVE DEFENSE seems to be a contradiction of words.

An example of the difference between an AFFIRMATIVE DEFENSE and a common law defense can be illustrated by my being accused of stealing a bicycle.

COMMON The common law defense would be for me to state, "No. I did not
LAW steal your bicycle." That would be my answer, my DEFENSE. That in
DEFENSE common law.

Now I have thrown the burden back on the plaintiff to prove that I stole the bicycle. In common law the accused is always INNOCENT until PROVEN guilty.

If I failed to answer, the SILENCE would have been an ADMISSION of guilt, or FRAUD, or such acts. It would not have had to go any further.

MODERN It does not work that way in MODERN law. In modern law the rule is
LAW USES PRESUMPTION. The court MUST PRESUME the facts of the COMPLAINT
PRESUMPTION presented are CORRECT until the defendant presents evidence to
REBUT the PRESUMPTION.

COMMON LAW MUST HAVE GONE SOMEWHERE!

In the case here the defendant has to prove his innocence. So he is GUILTY UNTIL PROVEN INNOCENT! That is the same way the system works. BACKWARDS.

AFFIRMA-
TIVE
DEFENSE

That is why they put in AFFIRMATIVE DEFENSE. So that you could admit that you were guilty. Then you defend yourself by saying, "Yes I stole his bicycle. But he parked it in front of my house and left it there for six months. I thought he abandoned it. So it is his fault that I took the bicycle, because he left it there for me to take."

That is AFFIRMATIVE DEFENSE. I am not guilty. I created rebuttable evidence.

MUST TELL
THE COURT

THE COURT DOES NOT KNOW UNTIL YOU TELL THEM. That is why you must affirmatively answer. They do not know that the other party is negligent, that HE perpetrated a FRAUD. They do not know that the other party contrived or created a DEVICE or an ARTIFICE to get you involved in something like this.

This fits exactly to show how you can be induced into these SCHEMES or SHAMS, and your property has been stolen, and you become liable because you did not use your property correctly. Once they are the HOLDER and they put it up as collateral they must make sure you maintain it so that the VALUE of the collateral does not DROP. They might have to PAY back the borrowed money.

PERMITS

So they make laws regulating how you take care of your property. That is what automobile laws are all about. That is what building permit laws are all about. They want to make sure your property is well maintained so the collateral VALUE remains HIGH so they do not have to pay off the debt for the money that they BORROWED against it.

I do not like the fact that they have taken unfair advantage of me and I am mad at myself for letting them get away with it. I let them do it. Now I am in the defensive mode.

The government's claim is that I did not abide by the things that I agreed to do. I did not even know that I agreed to do most of these things.

Look at the front of a CERTIFICATE OF TITLE. It states, "The above named person is the owner of the vehicle described hereon and agrees to operate this vehicle in accordance with the laws of the State of Georgia." They tricked me into agreeing to go along with their laws. Now they will take me into court because I did not do what I agreed to do. Not because I did something wrong, but because I did not do what I agreed to do.

THEY HAVE
OBLIGATION
TO TELL

But I only agreed to do it because you did not tell me what kind of a SCAM you were getting me into. And under the law they have a "good faith" obligation requirement to tell you about such SCAMS. That they are using YOUR property to borrow money against it and that you are going to have to keep that property maintained under their rules so that the value of the property is kept up. They did not tell me about all of this. If they had told me about all of this I would definitely not have done it.

26 USC 911 According to Title 26 USC, the IRS tax collection laws, section
CFR 1.911 911, the corresponding CFR cite is 1.991, under the heading
CITIZENS AND RESIDENTS WITH FOREIGN EARNED INCOME.

We know that the United States is a foreign corporation with respect to a state (small "s") because the state is a foreign corporation to the United States. See again, N.Y. re. Merriam, 16 S.Ct. 1073, that held the U.S. is a FOREIGN CORPORATION with respect to a state (small "s").

N.Y. re.
MERRIAM

Enright v. U.S. shows that the Federal Government is a "state".

If I live in the (s)tate and not the "State of", because I am not a member of the State Government, then I am FOREIGN to the "United States" and the "State of" due to the fact that the "State of" is NOT FOREIGN to the "United States". The State Government is NOT FOREIGN to the "United States" Government since it is an INSTRUMENTALITY of it. This was the result of the 14th Amendment in 1868.

"STATE OF"

Only the (s)tate is FOREIGN to the "United States" and that is the people that live in the vast countries known as Georgia, Arkansas, Florida, Texas and the rest of the fifty states, not "State of".

The people ARE the (s)tate. The governments are the "State of", the corporate entities, the CORPORATE BODY POLITIC.

We found a case in Maryland that stated it was dismissed for want of JURISDICTION. A way to find out how they have JURISDICTION is to look at why they did not have it. Look at it from the other side of the coin. The case was about a man who sued the "State of Maryland" Board of Education, in Carroll County. It was dismissed from Carroll County Circuit Court, For the State of Maryland, for want of JURISDICTION.

JURIS-
DICTION

This was the State of Maryland Circuit Court. This would mean that you could not file a case in the circuit court against the State of Maryland. We did not understand. So we looked up the cross reference case. And it was about another man who brought a case against the Board of Education of the State of Maryland in the Baltimore City Circuit Court for the State of Maryland. It was dismissed for want of JURISDICTION.

We were getting the idea that either you cannot sue the "State of Maryland" or you cannot sue the Board of Education. Why were these cases being dismissed for want of jurisdiction? Why were the cases being dismissed when the people were suing the State?

We found another cross reference to a case that stated, "See this case for establishment of JURISDICTION of suits against the State of Maryland." It stated that, "All suits against the State of Maryland must be filed in the Anne Arundel County Circuit Court for the State of Maryland."

THAT WAS IT!

Annapolis is the capitol of Maryland and is located in Anne

MUST SUE
WHERE
LOCATED

Arundel County and the CORPORATION known as the "State of Maryland" has its headquarters there. You MUST sue in the JURISDICTION where the party is located. The "State of Maryland" is located in Annapolis.

The "State of Maryland" is NOT located IN Maryland, it is NOT Maryland, it does not comprise ALL of Maryland, but it IS a CORPORATION in a building in Annapolis, in Anne Arundel County.

STATE IS
JUST AN
OFFICE

The State of Maryland is not a piece of land comprised within the boundary lines, known as "state lines", as noted in the (s)tate constitution (That is Maryland state.). It is nothing more than an OFFICE for the corporation's headquarters, located in Annapolis.

This is true for all the fifty (s)tates, not just Maryland. The "State of" comprises only that corporate entity located in an office in the respective capitol cities of each of the (s)tates. It is just an address and only an address for an office.

HAFER
v.
MELLO

One point to remember is that when filing a suit against a government official the suit must be filed where the official is located. And in the case of Hafer v. Mello the US Supreme Court decided that Mello and his fellow employees "had an absolute right to sue Mrs. Hafer for firing them from their jobs. SHE had no governmental immunity whatsoever, only because they sued her in her personal capacity."

DIFFERENCE
WAS HOW
CASE FILED

Had they not sued her in her PERSONAL capacity she could have claimed immunity in her POLITICAL capacity. The court explains clearly that it was not a matter of what capacity she was operating in when she did the act that she was being sued for, but the DIFFERENCE was the MANNER in which the case was FILED.

NO
IMMUNITY

IT WAS FILED IN HER PERSONAL CAPACITY and she had no immunity because of that wording.

Do not sue them in their political capacity, but sue them in the jurisdiction where they did the act.

COUNTER-
CLAIMS

Some of these cases involving NON-RESIDENT ALIENS are going to require COUNTERCLAIMS against these governmental people in their personal capacities. The reason is that everyone in the government has the same silly beliefs that we all have had for all these years that we are ALL CITIZENS. And they think that they are doing the right thing by trying to collect the tax and other fees from all of us and themselves.

RESIDENCE
IN GOV'T

If you are a doctor, dentist, electrician, contractor, nurse, or anyone with a license, you promised to obey the rules to get that license from the government. You signed your name on the document and made yourself a party to the government. You became RESIDENT within the government because now your signature is on a document that is in their files. So COLORABLY you are now within the government. Now you are NOT a NON-RESIDENT ALIEN. You are RESIDENT.

But the source of income is what determines whether or not a tax is due. It is not always determined by your status.

STATUS
AND
SOURCE

A non-resident alien has both, his status and the source of income, to show that there is no tax due on the money earned. It is not so much that income was made as it is whether or not it was made from sources WITHIN or WITHOUT the "United States", the government.

FOREIGN
INCOME

Likewise, foreign earned income from a state or other people that are in that state, that are foreign to the United States, would be from a private source foreign to the government. It is not taxable for residents or for non-residents of the government, even though you may have a license to work which would ordinarily make you taxable. You have to pay taxes only on money earned from WITHIN the government.

WORK
FOR ME

If you worked for me and got paid for it by me you would NOT have a taxable income. If you built an addition to a military base and got PAID by the GOVERNMENT for it you WOULD have a taxable income.

1040 FORM
2555 FORM

So you would fill out a 1040 form showing the taxable income on the 1040 form and, according to section 1.911 CFR, explaining section 911 of IR CODE, it states that you fill out a 2555 form which shows the gross income, the total income that you had, and breaks down each source. It allows you to give the explanation for why the total amount on the 1040 form equals the amount that was from sources WITHIN the government, and that part was the only part that was taxable, and that is why that little bit is all that is shown on the 1040 form.

There is an exclusion amount there. They allow you to deduct only \$70,000 a year in private source income. Anything over and above that they figured that you made that due to your priveledge that you got for having the license, and they ask you for a tax on that amount over \$70,000.

There are not that many licensed people that have income from PRIVATE sources that would be greater than \$70,000 a year. There are some, but not that many. Most people would be exempt from taxes on their non-government income up to the \$70,000.

COUNTER

You must be ready to prove all of these points that we have mentioned so that if they come down on you then you can COUNTER them.

The IRS filed a SUMMONS AND COMPLAINT for a man in Delaware to come in and show records and handwriting examples. So we went in and showed the records and gave the handwriting examples. The records indicated the W-2 forms he had from the corporation he worked for.

NOT AN OFFICER OF CORPORATION We explained that he was not an OFFICER of the corporation that he worked for, that he was a worker, and his income was NOT EFFECTIVELY CONNECTED to the United States. The officers of the corporation may be, but he was NOT an officer. But this IS the amount of INCOME. We did not try to hide that.

The IRS said that they would be in touch.

SUMMONS AND COMPLAINT We went to the U.S. DISTRICT COURT and filed a SUMMONS AND COMPLAINT for the IRS to produce evidence that this man's income was EFFECTIVELY CONNECTED to a trade or business WITHIN the United States.

THEY ASKED WE ASKED We used the very SAME document that they used, a SUMMONS AND COMPLAINT. They asked for BOOKS and RECORDS. So we asked for BOOKS and RECORDS that SHOW the money earned is from a source WITHIN the United States.

PROVE If the IRS cannot PROVE this, they will NOT be able to PROCEED in the criminal case!

THAT IS CALLED COUNTERING THEM. This is just like a chess game.

COUNTER-COMPLAINT When you COUNTER a COMPLAINT made in court the PROSECUTOR that would originally come against you becomes your attorney in the COUNTERCOMPLAINT. The countercomplaint MUST be ruled on FIRST.

IF IT WINS THE ORIGINAL COMPLAINT GOES AWAY!!

IF THE ORIGINAL COMPLAINING PARTY DOES NOT ANSWER OR SHOW UP IN COURT THE CASE CAN BE DISMISSED for "failure to prosecute in a timely manner."

CRIMINAL COMPLAINT FORM When addressing any criminal matter such as "disturbing the peace", if you are charged, the rules state that ALL criminal cases MUST originate in the LOWEST level court. So you go to the lowest level court and ASK them for a FORM for a CRIMINAL COMPLAINT.

DISMISSED Then check in the CRIMINAL CODE STATUTES for your STATE and look up what kind of law they broke. Then charge them. If they fail to show up the case will be DISMISSED with a MOTION based on a a failure to prosecute timely.

McLAUGHLIN PROBABLE CAUSE HEARING There is a civil rights decision, County of Riverside v. McLaughlin 111 S Ct Rep 1661 (1991), the Supreme Court narrowed down the 4th Amendment meaning of a RIGHT to a PROBABLE CAUSE HEARING so that you are safe in you houses and effects and property and papers. They noted that you could be arrested and held on a claim of some kind for NOT MORE THAN 48 HOURS unless there was proof of PROBABLE CAUSE.

48 HOURS You must also be arraigned properly and given the right to a lawyer which matches what was held in the Miranda decision. So

they combined Miranda and said you have to be arraigned in 48 HOURS.

If they are going to do that then WE should be able to DEMAND a PROBABLE CAUSE HEARING.

Another man in Delaware got locked up for driving without a license. He demanded a PROBABLE CAUSE HEARING when he was arrested. They refused. He demanded it again in jail and put it in writing and gave it to them. They continued to ignore him.

BUT HE WOULD NOT SIGN THE BAIL RELEASE. (very important)

We were getting ready then, to put together our first civil rights case using the McLAUGHLIN case when the Justice of the Peace decided what he would do is send him from the lower court, the J.P. Court, to the next higher court.

He appeared the next day in front of the higher court, the Court of Common Pleas, in Delaware. The judge called the case. He said, "Are you Mr. Keating?" He said, "Yes."

The judge then asked, "Do you understand the charges against you?" Mr. Keating replied, "We are not here to talk about the charges against me." The judge said, "Oh, yes we are."

THEY MUST
HAVE
JURIS-
DICTION
AGREEMENT

Mr. Keating said, "No sir, we are not. If you will check the records in your file, you will find that I did NOT ASK TO COME HERE. I have SIGNED no WAIVER of my RIGHT to be heard in the Justice of the Peace Court. And I have signed no REQUEST to come to the COMMON PLEAS COURT. This court DOES NOT yet have JURISDICTION. The Justice of the Peace sent it over here, but I did not ask to come over here or sign anything to agree to come over here to THIS COURT."

The judge looked through his file and could not find anything that would be a request or agreement to come to his court and said, "You are right. This court does NOT have JURISDICTION. This case is remanded back to the Justice of the Peace."

The Justice of the Peace could not get him to sign the CONSENT paper at his court, so he sent him to the higher court. He was hoping that the higher court judge could COERCE him into signing his consent.

FRAUD
IN
TRAFFIC
ISSUES

The case went back to the J.P. Court and has this PROBABLE CAUSE DEMAND still there. The PROBABLE CAUSE DEMAND stated that Mr. Keating wanted the PLAINTIFF brought in according to this written DEMAND. And further it stated that the COMPLAINING party must appear at the PROBABLE CAUSE HEARING to show cause that this COMPLAINT is not based on the FRAUD, misrepresentation, and COERCION emminating from the UNLAWFUL CONVERSION of the collected TAXES from the PEOPLE at large and using that tax revenue to purchase the land, construct roads thereon, and then deeding the said land to the CORPORATE State Government of Delaware, which results in a profit or a benefit to the corporate State by deeming it a priveledge to USE that property.

The J.P. was so mad and frustrated that he was throwing books and screaming. He put on a scene and threatened Mr. Keating that he

would never get out of jail if he did not sign this bail release. He said, "If you do not sign this today I am going to make the bail \$1,000,000. You will never be able to get out of this jail!"

Mr.K said, "I do not give a damn if you make it a billion dollars. I am not going to WAIVE my RIGHT to the COUNTERCOMPLAINT and I am not going to CONSENT to your FRAUD and COERCION!"

The J.P. said, "Take that man out of here! I am going to write an order that you will show up in the Court of Common Pleas on the 12th of next month. Release him!"

Now, what good will that do? The C.C.P. already knows it does not have jurisdiction, it said so. He was so frustrated that he could not get this man's CONSENT.

MUST
SIGN IN

THERE IS NO JURISDICTION IN ANY COURTS UNLESS YOU SIGN IN !!!

A CIVIL complaint has to be SIGNED by YOU in order to get the complaint going. That is how you CREATE jurisdiction for the court, by SIGNING the COMPLAINT.

In a CRIMINAL complaint, such as a traffic ticket, the cop signs the complaint, but you sign your consent. And if you do not sign in your CONSENT they CANNOT put you on trial.

RULE 19

HERE is the RULE in Federal Rules of Criminal Procedure, RULE 19. (You must watch how it is hidden in the words.) RULE 19 states, "In a district consisting of two or more divisions the arraignment may be had, the plea entered, trial conducted, and sentenced imposed IF the DEFENDANT CONSENTS in ANY division at ANY time."

Then it states that RULE 19 was abrogated, not repealed, effective July 1, 1966 because of the 1966 amendment to RULE 18 eliminating "division venue of". That will change the whole perception of what is actually stated here.

MOST
IMPORTANT
PART
HERE

We will read RULE 19 again. BUT this time we will do what the ammendment states and eliminate "division venue" as it was originally mentioned in RULE 19. We will then start reading at, "...the arraignment may be had, the plea entered, trial conducted and sentence imposed if the defendant consents....."

Read it again:

"THE ARRAIGNMENT MAY BE HAD, THE PLEA ENTERED, TRIAL CONDUCTED, AND SENTENCE IMPOSED IF THE DEFENDANT CONSENTS!!"

IF THE DEFENDANT CONSENTS?.....THEN DO NOT CONSENT!...DO NOT SIGN!

DO NOT
SIGN IN

If you do not sign they will threaten you with anything in order to do so. They will tell you that you will never get out of jail. A good response to that is, "I just hope the food is good. I needed some rest anyway."

That backs them off.

Another guy had already been arrested and put in jail for criminal charges by the IRS of "willful failure to file" that were filed in District Court and he had signed the document known as "Order

Setting Conditions of Release", which is what he had to sign in order to be let out on bail. He signed it.

AGREE TO
BAIL MEANS
AGREE TO
SENTENCE

Here is what he agreed to: "Acknowledgement of the defendant. I acknowledge that I am the defendant in this case, that I am aware of the conditions of release. I promise to obey all conditions of release, to appear as directed, to surrender for service of any sentence imposed, and I am aware of the penalties and sanctions for the above. I agree to appear for the SENTENCE imposed."

Why bother with bail? Why bother with the trial? If anyone would sign this they should just tell them to go ahead and put me away and when the sentence runs out you can let me go! Trials are expensive and so are lawyers. The best thing to do would be to skip the expense and go to jail! There is no need to pay a lawyer!

That is a "standard" form. If you sign to get out on bail you will sign this form. If any of you have been to jail and got out on bail, you signed this form.

CONSENT

That is how you CONSENT.....by SIGNATURE.

So we were refusing to sign.

This guy in Pennsylvania said that he wished he had heard about this a couple of weeks ago because he had just gotten back home. They had arrested him and he had signed the paper for his release and he wanted to know what he could do about it now.

REVOCAION
OF SIGNA-
TURE

There is a section in the UCC that addresses REVOCATION OF SIGNATURE ON DOCUMENTS when you feel that the signature was coerced out of you, or by some FRAUD or intimidation you were prompted to make a signature that you would not have normally made on your own, that gives you the right under law to REVOKE your signature.

This fellow, named Reese, looked it up and used it and revoked his signature on the bail release document. Now he was worried that they may come throw him in jail because his signature was removed from the agreement and they may want to take him back to jail until the trial. But that never happened.

So he showed up at the trial and the judge called the case to begin trial and the guy told the judge that he could NOT START the case. The judge asked why and Reese told him that he had revoked his signature on the order setting conditions for release.

The judge turned to the United States Attorney and ordered him to come back in ten days and show PROOF that he had jurisdiction over this man.

The U.S. Attorney came back in with a crying plea of OBJECTION under RULE 12. She filed a COUNTERCOMPLAINT against the judge's order Not against our man. He had not done anything. It was filed against the judge's order. She complained that the jurisdiction had been established by TITLE 26, section 7401.

NEED
CONSENT

That was not true. But we missed the fact that, at that point, we should have countered her counter. Because in addition to TITLE 26 she would need his CONSENT. But we forgot to do that. So the judge

ALSO

let it go by and ordered the trial would start.

They arrested him the day before the trial and made sure that he was in the court for trial the next morning. They took him to court in handcuffs, but when they got him in there they took the handcuffs off.

They picked the jury, and got the trial started. The U.S. Attorney got up and gave the opening argument to the jury and the judge asked Reese if he had any opening argument to the jury. He answered by saying that he was not going to have anything to say to the jury or anybody else until THEY can prove THEY had JURISDICTION.

He told the judge that he did not have his SIGNED CONSENT and when they come up with a consent form that he signed, that is not revoked, he might participate in THEIR trial. In the meantime, they had not established that they had JURISDICTION.

The judge said, "I know that. We will answer that question a little later on. Are you going to talk to the jury or not?"

Reese replied, "No. I am not talking to anyone."

The trial continued and the witnesses were called and one witness told the court that Reese had an income. But the witness did not put in any evidence as to the SOURCE.

PRODUCE
SOURCE

If a trial is necessary be sure to require them to produce evidence as to the SOURCE. If they do not proceed with the trial keep on questioning if they have any evidence to prove JURISDICTION over the person. He did that.

The judge said, "There is no jurisdiction established yet over you. Ask him a question about the testimony."

Reese said, "No, If you have not established JURISDICTION over me, I am not asking any questions."

The trial continued and another witness was called and then it was time to go home for all but him. He was to go back to jail. And the judge told him that he would probably rather be home in bed instead of going back to jail and said, "If you will tell me that you will agree to show up here in the morning, I will order them to let you go home tonight."

Reese thought about it a long time and said, "Yeah. I will be here tomorrow."

At that point the court clerk said, "I GOT IT! It is on the RECORD."

Then Reese realized what he had done. HE JUST CONSENTED! When he agreed verbally it was as good as his signature on a piece of paper to come into the court the next day.

Reese then demanded a ten minute recess and, with reluctance, the judge gave it to him, on the third request. Then Reese went to the back of the room and with the help of some of his friends he wrote up a REVOCATION of his VERBAL consent. The longer he sat and

thought about how the judge had tricked him the madder he became.

He went back to the bench and said to call the court back and the judge did so.

REVOKED
VERBAL
CONSENT

As soon as the judge said that the court was back in session Reese walked up to the bench and slammed the paper down in front of the judge and said, "Here is a revocation of my verbal consent that you just tricked and coerced me into and I am not putting up with any more of this nonsense! I AM LEAVING!"

He walked out of the courtroom.

RIGHT NOT
TO
PARTICI-
PATE

The judge choked and sipped water, and choked again, and was not sure what to do. After several minutes he turned to the jury and said, "This is a little bit unusual. And I am sure you do not realize what you have just witnessed. But, you see, he had a right not to participate in this trial. Tonight we are at recess and we will notify you later as to what time we will continue this trial tomorrow."

They proceeded the next day WITHOUT him and got a CONVICTION. They called him in for sentencing and he did not show up, so they sentenced him without his being there. They wrote him and asked him to come in for sentencing.

He wrote back and said that he did not want anything to do with the trial and he did not want to take part in their sentencing either. The U.S. Marshals came out and got him. They took him to Federal Prison in Pennsylvania.

ORDER OF
COMMIT-
MENT

Then Reese subpoenaed the judge for an ORDER of COMMITMENT. There was not one. So he warned the Marshals. He told them that they would be liable since they were HOLDING him WITHOUT an ORDER. But they claimed that they were not liable. He told them that he would get them and that they better go get their lawyers.

They asked him if he had any health problems that they should know about. He told them he had a wooden leg and that he ate nothing but Kosher food and fresh fruits and vegetables. So they brought him the foods he requested and had to replace his worn out leg.

They are holding Reese without an order. He should bring up a civil rights issue. This could develop into something big. We will see.

DEPRIV-
ATION
DISCRIM-
INATION

If they try to keep us from filing these countercomplaints, that amounts to an action by them causing a DEPRIVATION of our RIGHT to utilize the court. This would be DISCRIMINATION AGAINST ALIENS. Only a government flunkie can file a criminal complaint. That means that a non-governmental person is being discriminated against.

ALIENS Back in the 1980's I found that ALIENS had more RIGHTS than

HAVE MORE RIGHTS CITIZENS did. At that time I thought I was a citizen and wondered how these ALIENS could have all these RIGHTS!

In a book about Equal Protection Laws of the 14th Amendment, Civil Rights Claims, there is a section called "DISCRIMINATION AGAINST ALIENS". It is loaded with court case cites on ALIENS in battles with the government and how the government abuses their rights.

PERSONHOOD In the same book there is a section called Rights of Privacy and Personhood. To be a "person" is to be a government official, or a "person" could be a corporation, or a "person" could be a NATURAL PERSON. A government lawyer will take the presumption that when you admit to being a "person" that you mean a "person" in government. That is advantageous to them so that they can prosecute you.

NATURAL PERSON

You MUST clarify that you are a "person" not connected to government. Then you are the "other person" in the law and are entitled to "personhood" with a "life plane" or "life style" in this country.

SHAPIRO v. THOMPSON

Then in the same book under the subect of TRAVEL there is a court case here that says concurring in Shapiro v. Thompson, 394 US 618, Justice Stuart described the right to travel as, "...not a mere condition of liberty, subject to regulation and control under conventional due process and equal protection standards, but a virtual UNCONDITIONAL PERSONAL RIGHT."

RIGHT TO TRAVEL

But remember...you do not have a right to travel on MY property. You do not have a right to travel on anyone's PRIVATE property. And if the State Corporation owns the roadways, that is their PRIVATE property and you do NOT have a RIGHT to TRAVEL on IT.

LOST RIGHT TO TRAVEL COMPLAINT

So the complaint would not do you any good unless....within the complaint you bring up the FRAUD of the UNLAWFUL CONVERSION of the tax revenue to buy the roadways and deeding it to themselves. Then that was the DEPRIVATION of your RIGHT because it made the use by you a priveledge with the money they took from you and caused a DEPRIVATION of your RIGHT to travel.

TOOK RIGHT AWAY

Instead of claiming you have a right to travel, claim that they TOOK the right to travel AWAY from YOU by this FRAUD!

In some States the cops just write you a ticket and drive off, whether you sign the ticket or not. In other states if you do not sign the ticket you go straight to jail.

DURESS AS AFFIRMATIVE DEFENSE

In Delaware a person can be charged with puting you UNDER DURESS and DURESS can be used as an AFFIRMATIVE DEFENSE. It is in the statutes. If you threaten to put someone in jail because they did not sign their name to a BILL then that is THREAT and COERCION and that is against the law. It is true in all states. There are also criminal statutes for puting someone in jail for doing the act of coercion.

So it is a DEFENSE in one mode and a CRIMINAL act in another mode. You can utilize EITHER SIDE of it. We are learning how to go back at these people.

One of the guys in Delaware drives a truck for a living and he has

DOCUMENT
NOT
EVIDENCE

been talking to the other drivers about using such things as "without prejudice" when signing a traffic ticket and other documents. He told them that whenever they used those words under their names it created a problem in that the DOCUMENT it appears on CANNOT be used as EVIDENCE. The courts cannot ACCEPT that document as EVIDENCE.

"WITHOUT
PREJUD-
ICE"

From Bouvier's Law Dictionary comes the definition of the word COMPROMISE, and from all the way back to that time it seems to remain constant that, "it may, however, be considered settled that the letters or admissions containing the expression in substance that they are to be WITHOUT PREJUDICE will NOT be admitted in EVIDENCE." So if WITHOUT PREJUDICE shows up on the document it will not be admitted in evidence. (What about an expression not in substance?)

If you sign your traffic ticket WITHOUT PREJUDICE then it cannot be used in court as evidence. If you do not want to get locked up for not signing it then sign it WITHOUT PREJUDICE. When you get to the courtroom bring it up to the judge.

Don, the truck driver, told his fellow drivers about this and one of them went only about 25 miles down the way and a cop pulled him into a weigh station. He checked his truck and discovered that there was no fuel sticker on the truck. Some States charge \$1200 a year for the sticker. It is required to buy fuel in most States.

The fine was to be \$250 and he signed the ticket WITHOUT PREJUDICE and the cop drove away.

When the court date came up the cop presented his case and the judge said, "Wait a minute. I am looking at this ticket and I want to know if you have any other evidence in this case." They said that they did not. So the judge said, "In that case I am going to dismiss this case. Your ticket CANNOT be USED as EVIDENCE."

This truck driver could not have argued this case because he did not know HOW to argue the case. He could not have argued what was meant by using "WITHOUT PREJUDICE". In fact, he did not argue it! The judge took care of it for him. He was lucky that he got a nice judge. Others are not so lucky.

Another traffic case in Delaware was heard by the same level judge as the one just mentioned. The ticket was signed WITHOUT PREJUDICE but this judge said, "I do not care how it was signed. I do not want to hear any more of your silly stuff in this courtroom. Proceed with the trial." Same issue, same level court, but a different judge.

ARBITRARY
LAW IS
ANARCHY

That is an example of there being no LAW in this country. It is arbitrary. It is ANARCHY! There is ABSENCE or CONFUSION in law all through America today. That is ANARCHY!

Judges have said, "The law is whatever I say it is today, in my courtroom!"

Using WITHOUT PREJUDICE may work for you. If it does not work for you then there is another way.

CANNOT FORCE WAIVER

There are all types of laws in the COMMERCIAL LAW statutes of each State Code. There you will find that the judge cannot alter or ignore a statement of ANY kind, such as WITHOUT PREJUDICE, on any document. NO ONE can alter, remove, or ignore it. If they do they waive THEIR immunity because they DENIED you a right. A right CANNOT be forced into a waiver.

HERE IS THE LAW THAT STATES THIS.

15 USC SEC 1693 L
WAIVER OF RIGHTS

COMMERCIAL STATUTES such as Title 15 U.S. Code, section 1693 L, headed as "WAIVER OF RIGHTS" states, "No writing or other agreement between a consumer or any other person may contain any provision which constitutes a WAIVER of any RIGHT conferred or cause of action created by this subchapter."

YOU CANNOT BE COERCED INTO WAIVING YOUR RIGHTS!

If you sign a document that has a waiver of rights on it THE DOCUMENT IS VOID ON ITS FACE. Nothing at all can force you into a waiver of your rights in COMMERCIAL LAW.

TRAFFIC TICKET IS NOTICE

A TRAFFIC TICKET IS A COMMERCIAL AGREEMENT, A COMMERCIAL INSTRUMENT! It is patterned after the U.C.C. It is even called a NOTICE. It has a DEMAND for payment on there. It is a COMMERCIAL INSTRUMENT and, therefore, comes under those laws.

CRIMINAL ACTION

Under COMMERCIAL LAW they cannot force you to waive your rights. If they do in any way, shape, or form, or if they REMOVE anything such as a claim of rights, like "WITHOUT PREJUDICE" or "ALL RIGHTS RESERVED", that you may write on the document, THEY may become LIABLE under CRIMINAL statutes in the codes. They CANNOT DEPRIVE you of the RIGHT that YOU CLAIMED, no matter WHAT they say or HOW MUCH they threaten or intimidate you. SUE THEM CRIMINALLY!

RECISSION

There is a RIGHT of RECISSION involved in COMMERCIAL transactions. The only way a RECISSION under COMMERCIAL law can be done is when BOTH parties consent to the RECISSION. Both parties have to sign the agreement of the RECISSION, otherwise it cannot be done. That means that you cannot rescind something on your own. You need an invitation from the other party agreeing that they will rescind something, like a signature.

OPERATION OF LAW

BUT...BUT under COMMERCIAL law, anytime an obligor is established by the creation of a security interest agreement of any kind and it arises under OPERATION OF LAW, which means CONTRACT or AGREEMENT, the law only OPERATING after the CONTRACT or AGREEMENT is established, requires that the creator or maker of the instrument put on file or in writing to you, the obligee, that you have a FIXED NUMBER of days, not less than three, in which to RESCIND the agreement. If THIS is NOT in the agreement then the agreement is REVOKED.

AGREEMENT REVOKED

TIME PERIOD TO

Most agreements that are entered into by any of us do not contain any mention about the right that we have to be given a specific

RESCIND time period to RESCIND our signature, whether three days or thirty years. They just do not tell us that.

WAIVES RIGHTS All of these COMMERCIAL transactions are VOID on their face because of the lack of NOTICE of the right to RESCIND, and even more of them are VOID on their face because they CONTAIN a WAIVER of RIGHTS in them.

MORTGAGE For an example, on the back of the first page of your mortgage document, somewhere close to the middle of the page, you will find a statement there that the BORROWER WAIVES his RIGHT to "PRESENTMENT, DISHONOR, and PROTEST". Those terms come right out of the U.C.C.!

MORTGAGE VOID If you WAIVE those rights THE MORTGAGE IS VOID!

REMEDY TO REVOKE SIGNATURE Do NOT use this REMEDY unnecessarily. This could cause one heck of a mess in the banking system. But if you are losing your home, or being put out of it, your family may be at the mercy of others. Then you could REVOKE your SIGNATURE on the mortgage agreement because you were forced into a WAIVER that they are not allowed to do under the law. Now the lender does not have a signed agreement to present to the court to prove that they have a claim.

We have used this process and the court has thrown the bank out. They dismissed their case from the court. The bank was foreclosing against a home where a wife and children would be on the street. It was necessary to take that action. The banks have lost every one of the cases where we have done this and the people are not getting mortgage bills anymore. There is no mortgage.

The deceptions are so intense that the wisest of men cannot know right from wrong.

At one time the Social Security system looked like the right thing to do, so I had no problem with joining. It was to be used as a way to take care of the elderly and me in later years, so we were told. But since I have found that it is just a way to confiscate my property, and has nothing to do with taking care of older ones, it no longer looks like the right thing to do. What is right today may not look right tomorrow.

WALL v. KING There was a case about what we just talked about called Wall v. King, 206 F 2d 878. This is a civil rights action for a fellow who got a ticket for driving under the influence of alcohol. They suspended his driver's license. He said that was a DEPRIVATION of his property rights under the COLOR of LAW. He filed a civil rights case. He lost.

We can find more in cases that people lost than in the winning cases. When the case is lost the reason is given in many of them. And then we can find out what NOT to do so that we do not commit the same mistakes, and lose the same stupid way.

DRIVER'S
LICENSE
WAIVED
RIGHTS

The end result of this case was that the court said that he had SIGNED an agreement to get a DRIVER'S LICENSE. If he SIGNED the AGREEMENT then he KNOWINGLY WAIVED ANY RIGHT that he would have that they could DEPRIVE by taking away what he got by SIGNING the agreement. Suspending his license was part of the AGREEMENT if he did not FOLLOW the RULES. He had agreed by SIGNATURE to follow the RULES so they had the RIGHT to take his license. He did NOT lose anything.

If you have a DRIVER'S LICENSE you do NOT have a right, YOU WAIVED IT!

NOT TOLD
OF WAIVER

DID YOU KNOW THAT YOU WERE PROMPTED INTO A "WAIVER OF RIGHTS" by getting a driver's license? Did they have a "good faith" obligation to tell you that you were PROMPTED into a WAIVER of RIGHTS by getting a driver's license and that it was a PRIVELEDGE that they were extending you, and that you were WAIVING ALL your NATURAL RIGHTS by accepting the license? But they did not tell you that.

COLOR OF
LAW ACTION

In this case they quote out of Civil Rights Key 1, from West's Key Publication stating, "Action taken by State official in purported exercise of authority, conferred by State, is action under color of law." That means that ANY action at all taken by a State official under ANY state statute is an action done under color of law.

MUST
COUNTER
ORIGINAL

This guy that we were talking about that filed the civil rights case, because they took his driver's license away as a result of being given a ticket for DUI, lost the case because he did not show any FRAUD. He did not bring up any COUNTER of any kind against the original agreement.

I think we could take the same basic pattern of this case, work the FRAUD of the roads into this pattern of a case, and come up with a winner. But I do not have a reason to do this. They have not bothered me. I do not have any tickets for driving without a license. I might get one soon.

WALL
v.
KING

COMPLAINT
IN LYNCH
v.
H.F.C.

Any of you that do have a ticket ought to consider using Wall vs. King as the guideline and Lynch vs. Household Finance. The last time I was down here I brought what the lawyer had drawn up as a complaint in Lynch vs. Household Finance. The lawyer was a young man just out of law school who took a real interest in his work and did a terrific job of putting the case together. It was very successful in the SUPREME COURT with the decision that came down in favor of the rights of the little people, like us and Mrs. Lynch.

I think that it is worth following. And if you follow that kind of a layout, and work the details in accordance with the way this Wall vs. King case goes into the function of the claim of FRAUD from the very beginning, by the CONVERSION of the ROADS, I think you would be putting together a very interesting case against the cop or the judge, or anyone else, such as the town, being it is a town cop.

ADDRESS

By the way, if you sue the town or county, or if you sue the State,...they are CORPORATIONS. Corporations are artificial PERSONS. They are FICTIONS. They appear to be real persons but they are not real at all. They have names and addresses just like other persons but they are not human beings. (note: A human being does not have an address, but a corporation must have an address to exist. A human being may dwell or SOJOURN where he receives his mail or he may choose not to be there at all, or he may choose to receive mail at many locations which have been assigned an "address" by the USPS, which is separate from the POST OFFICE.)

PERSONAL CAPACITY

Since they are persons they have a political, or business, capacity and a personal capacity. So a corporation can be sued in its personal capacity for the actions that it may have done. Then it has no immunities. The corporate veil of protection is blown completely away by suing it in its personal capacity. That is just like the government official's political immunity claims are blown completely away when you sue him in his personal capacity. So if you go after the town because the town cop wrote you a ticket, and if you put the kind of a case together that we just talked about, go after them in their personal capacities and include the cop and the town.

NO IMMUNITY

It would be nice to be able to shut down some of these town governments. That would shut down zoning laws and all this building permit nonsense and would take an awful lot of pressure off the good AMERICAN PEOPLE. They would not have to pay so much.

CLOSE THE GOVERNMENT

The State would not get the money that it needs to pay back the debt that it owes. That debt would finally get so high that the State Government would have to close. When that happens the U.S. Government would have to close. When they close the doors the PEOPLE will be free again, not tied to this enslavement of the giant systems of government.

PAPER ARROWS

Cases like these, filed all around the country, can help make these changes. They will be use like "paper arrows" to shoot into the courts to effect the fall similar to the Roman Empire.

Shoot your arrows straight at Babylon!

Everytime we hit the government with one of these cases it is like hitting them with an ARROW and every one will wound them.

There were mistakes made in another area years ago. The area was CIVIL RIGHTS. We were lead away from using the civil rights legislation available to us. We were lead away by not wanting to be a part of the Civil Rights Movement.

TITLE 18,

We went to the police department and asked the police to bring

SECT. 242 charges of deprivation of rights under "color of law" under TITLE 18, SEC 242 against another government official. They ignored us. So we went to the U.S. Attorney's Office and asked him. He ignored us.

We never did figure out how to file a deprivaion of rights under "color of law", TITLE 18, SEC 241 & 242 case.

You cannot. You have no right to do so. You have no authority to act.

U.S. ATTORNEY GENERAL USCS, TITLE 18, SEC 242 mentions a case of a defendent who filed suit from within a jail. He was a prisoner. It states, "PERSONS TO INSTITUTE PROSECUTION - prisoner could not properly, personally, institute criminal proceedings against State and its officers for violation of his rights under color of law. Any such complaint should have been sent to the U.S. ATTORNEY GENERAL'S Office."

(This book did not say the U.S. A/G, it said U.S. Attorney.)

I got the court case used as a reference and it specifically said the U.S. Attorney General.

UNITED STATES ATTORNEY So there must be a difference between U.S. Attorney and U.S. A/G. There is a big difference. The U.S. Attorneys are the attorneys hired by, and are on a retainer for, the CORPORATION known as the United States.

The U.S. A/G is completely different. The rules set up by Congress are completely different than for U.S. Attorneys. There is a definite separation there.

The U.S. A/G will act in cases that the U.S. Attorney will not ever touch. There is a difference. You must send a complaint to the U.S. A/G's Office.

FBI The case also noted that the U.S. A/G had the power to instigate an investigation of the complaint by the FBI. So the FBI will investigate your complaint of civil rights violations if it is filed with the U.S. A/G's Office.

SEPARATE CRIMINAL COMPLAINT So, if you have a civil rights complaint under TITLE 42, SEC 1983, in the CIVIL ARENA, and you want to press this party a little bit further, you file a SEPARATE request for a CRIMINAL complaint to the U.S. A/G. These government officials are not anxious to be sued or to be charged with a criminal offense.

ADDITIONAL DEPRIV- ATION If you put enough pressure on like this by beginning to file some of these types of suits in a case that is really pressing you they may well back off. They may also get a lot more nasty. If they do, you just write a SECOND letter ADDING the nasty stuff that they have just done to you as an ADDITIONAL DEPRIVATION and try to force the issue for an investigation.

If an investigation starts that is when they will back off. We have gotten them in this position a couple of times but we have not been successful yet in getting them to actually act. They come up with weak excuses as to why the officer acted that way, or say it was only this one time. Not true.

They take the side of the official or officer because of the lack of suits that come up like this. If there were more of these types of suits filed they may have to take a more serious course of action against the government servants. More people need to file these types of complaints.

PEONAGE

Under this ridiculous set of civil rights statutes stemming from the 13th and 14th Amendments, particularly the 13th, putting you in jail because you did not pay a debt is called PEONAGE. There is a whole series of statutes in TITLE 18 USC called the "peonage laws". They start at SEC 51.

LIABLE TO YOU

There are lists of cases from about 1880 to 1991 that show that ANY PARTY WHO PUTS YOU IN JAIL FOR A DEBT IS LIABLE TO YOU. It also says that they are criminally liable if the government wishes to proceed against them criminally if they put you in jail for a debt.

Dave DeRiemer Story:

TICKET FROM E.P.A. IS U.C.C.

Dave had a piece of rental property with a leak in the septic tank that was reported to the government by his tenant. The government came out and wrote a ticket to Dave. The ticket looked like a traffic ticket but it was from the EPA.

The ticket of \$125 was for not getting a permit to let the septic tank leak on the lawn. Not because it leaked, but because he did not get a permit to let it leak!

They DID NOT SIGN THE COMPLAINT, they just printed their names on it.

The complaint has a space on it where the Justice of the Peace for Delaware Courts is supposed to sign as a witness that the government agency signed the complaint. THEY DID NOT SIGN IT. They just PRINTED their names and it is doubtful whether they even went to the Justice of the Peace, because HE DID NOT SIGN IT EITHER.

The instrument is now LACKING two of the REQUIREMENTS of the LAW.

The government sent Dave NOTICE of the COMPLAINT and a copy of it. So Dave sent a plumber and fixed the problem. No more leak.

SENT ANOTHER BILL PER U.C.C.

The government flunkies decided to pursue the collection of the \$125 owed on the ticket and sent him a second notice and said that he had to be in court. But the letter went back to the court unopened and stamped "return to sender". So Dave never got the notice that he was supposed to be in court.

But because he never showed up in court the two flunkies filled out an application for a CAPEAS and the judge of the Common Pleas Court ISSUED the capeas.

The CAPEAS is merely a "warrant for arrest." It is an old common

CAPEAS

law approach to an arrest warrant. It was basically oriented around DEBT.

In Delaware's law statutes it says that a CAPEAS will not be issued to any CITIZEN or PERSON in the State of Delaware unless, first, there are a praecipe, judgement, and affidavit in the court clerk's office stating that the debt is due and owing and that the DEBTOR is expected to abscond with anything of value, or property that might be collectible.

Dave owned several houses and was not any threat to flee over \$125. They DID NOT do the AFFIDAVIT stating that the debt was DUE AND OWING. The law says that they will NOT ISSUE the capeas unless all three are on file. The AFFIDAVIT has to be there otherwise the capeas will not be issued. The question arises as to WHY the judge would SIGN the CAPEAS if he knows the AFFIDIVIT has to be there.

This whole thing sounds as if there are several government officials bending the law here.

They came out to Dave's house and wanted to EXECUTE the capeas and arrest Dave. So they pulled out their guns and flashed them around in front of him and threatened to arrest him. He shut the door and called the clerk of the court and asked her if she would FAX him everything that was on file in the clerk's office. She agreed to do that immediately and with a friendly tone. She was a nice person, as most of them are.

AFFIDAVIT
MUST BE
IN FILE

The AFFIDAVIT was not in the file. So Dave advised them that they would be liable. They stated that they did not care, they would arrest him anyway. So dave said that he was going to make them wait a little while for him to be arrested.

The agents said that if he did not come with them immediately they would call for help. They did just that and the SWAT teams came out. The regular State Police showed up. The Lewes, Delaware Police came out and the Ferry Police from the ferry boat landing. There were about 100 cops on Dave's front lawn waiting for Dave to come out.

In the meantime, the news media reported that there was a "hostage situation". Dave liked it because he was getting news coverage and the stand-off went on for about six hours. The media had made a mistake about the situation and apologized and said that the police had him held up in the house and there were no hostages.

But maybe they were correct. Dave WAS being held HOSTAGE by the POLICE on his front lawn.

Dave called us and then called a good friend who was a lawyer and the police let the lawyer in to talk with Dave. They always let a lawyer in but would never let any of us in. (Lawyers were allowed in to talk to David Koresh at Waco.)

The lawyer told him to let the police arrest him and that it sounded as though Dave had an interesting case. So he did that.

The police took him down to the station and then took him to the local county jail. The people at the county jail told him that there was a regulation that he had to take a blood test before

they could let him in with the rest of the prisoners. They said they needed to know whether or not he had A.I.D.S.

REFUSED
BLOOD
TEST

He refused to allow them to stick anything in his arm because he said THEY may GIVE HIM A.I.D.S. if the needle was dirty. And now there was another stand-off, and it went on for five weeks.

Dave flatly refused to let them punch holes in his body and play around with his blood. So they put him in confinement away from the other prisoners. He had no telephone, no visitors, no mail, and no priveledges. That was a mistake on our part!

Dave had put himself in a position that he could not get in touch with us and we could not get in touch with him from outside. So we could not do any actions like the McLaughlin case that I talked about earlier because he REFUSED to SIGN their documents. But we needed Dave's signature on the complaint and we could not even ask him if he wanted to do the action and then instruct him how he should argue the case if he did get taken into the court.

With no communication we could not do anything for Dave!

COMPLAINT
BY A
PRISONER

We decided not to let this happen again. There is a way to PREVENT this from taking place. The U.S. DISTRICT COURT will provide a form upon request known as "INSTRUCTIONS FOR FILING A COMPLAINT BY A PRISONER", under the CIVIL RIGHTS ACT, Title 42 USC, section 1983. The instructions are on one page. There are about three pages to fill in the blanks. These actions are very simple to do, especially for a prisoner.

You fill in the blanks, answer the questions, and lay out your claim. You then ask for your relief. It states, "Do not enclose a brief." They will search the law for you. That is wonderful!

Keep in mind that this is for a PRISONER. They search the law and all that is needed is for the prisoner to SIGN at the bottom. But that was the problem here. We could not get in to Dave to sign the form.

PREVENTION

To prevent this in the future we all should have one of these forms signed and ready to go in case any of us gets in this same predicament. IT IS PLACED WHERE OUR FAMILY OR FRIENDS CAN GET HOLD OF IT. Now if anything like that happens they can fill it out with help from others if necessary and file it since it is already signed by the one in jail.

We have discussed that we would file a "McLaughlin case" and refuse to sign any of the documents put in front of us by the police at the time of arrest, or any thing presented at the jail, and DEMAND a probable cause hearing. Then we would file the case because they did not give the probable cause hearing and we had not yet given consent by our signatures. So they would be holding us without probable cause.

With all this time gone by in Dave's case we decided he should go ahead and sign and file a counterclaim later because they did not have the affidavit from the Justice of the Peace that we had mentioned earlier.

WHEN

We also found out from a friendly judge that if the AFFIDAVIT is

AFFIDAVIT
MISSING

MISSING the State is LIABLE and ALL the parties involved are
LIABLE for CIVIL and CRIMINAL action.

Now it must be put into a COUNTERCOMPLAINT.

The jailhouse folks broke down some and we were able to get
through to Dave and we told him what we thought he ought to do. We
told him to go ahead and sign. He did, "RESERVING ALL RIGHTS", and
we bailed him out.

Signing grants them jurisdiction. There is no right to a
COUNTERCOMPLAINT unless they DO HAVE jurisdiction. So to give
them jurisdiction the prisoner must sign to give his consent so
jurisdiction can be established in order to put in the counter-
complaint.

This is touchy but it will work.

DENIED
MOTION
TO DISMISS

We laid the ground work for the countercomplaint by following the
rules and filing the proper motions. We had a hearing Friday. I
called my wife Friday night, two days ago, and she had talked to
Dave. Dave told her that the court did what I said that they
would do. They denied the motion to dismiss.

That was good. They were playing right into our hands. We will get
the judges in three courts involved. We will also get the State of
Delaware, the two flunkies from the EPA, and 100 cops plus the
warden at the jail.

Dave will be busy for a long time working on lawsuits, maybe a
year or more.

All of this would have not been necessary if we had already had
the form with Dave's signature on it to file immediately when he
was arrested.

PRISONER
INJUNCTIVE
RELIEF

They claim that they will respond to a PRISONER in three days
which is much faster than anyone else. That does not mean that
they will come down with a JUDGEMENT. But if you were to ask for
INJUNCTIVE RELIEF they will respond with TEMPORARY injunctive
relief in three days.

If you want to get out because they have not proven PROBABLE CAUSE
and you want INJUNCTIVE RELIEF to let you out they will let you
out PROVIDED that you AGREE that you will come back if they say
that they are going to end the injunctive relief. They just might
end the relief. You never know what these clowns will do. They all
seem to act differently.

ALLODIAL
TITLE

I want to talk about property and what to do about getting back
deeds and such, actually recovering the deed so that you end up
with ALLODIAL TITLE.

HOLDER IN
DUE COURSE

Section 3-305 of the UCC, the rights of a holder in due course,
says that the HOLDER TAKES the instrument FREE from ANY CLAIMS to
it by ANY person. That means that ALL RIGHT to the property is in

the hands of the HOLDER of the instrument and NOT in the hands of the person named as the OWNER. You do not even have a RIGHT to claim anything ON the property.

The owner lost all of his right to the property.

A deed is supposed to transfer title from one owner to another owner. Title is an imaginary thing, it is not real. It never has been real. It goes with the property.

In the ancient days they picked up a handful of dirt and handed it to you. That handful represented the whole piece of land that you were buying, and you were "scised" of the ownership of the property. People were so honest back then that you did not need to write up a document and file it in a government record. There was no "thieving government" to steal it.

But the way it works now is the "thieving government" actually steals the right to the property away from you by getting you to FILE the DEED in their records.

FEUDAL
TITLE IS
LIMITED
TITLE

In the old days the title was ALLODIAL. The King destroyed that by making FEUDAL TITLE in England. The Roman Empire also destroyed it by FEUDAL TITLE. Feudal title meant LIMITED TITLE. At the pleasure of the King or of the Roman Empire you were allowed to live on the property for a fixed period of time. The fixed period could vary from months to many years or even a lifetime. But at the end of the fixed time that the deed expressed that the property was to be used by you, the property reverted back to the King or the Roman Empire.

They did not go quite that far in this country. There was, at least, allodial title in this country. That was a reason that caused people to leave England and come here to America...to own property and to have property rights.

ALLODIAL
TITLE

ALLODIAL TITLE meant that the piece of paper, or whatever it was that identified the property, was in YOUR HANDS. No one else had ANY interest in the property in ANY way. They would have no interest in the rights, the use, or the time to be held by you. None of those things, and others not mentioned, were divided among two or more people. It was all actually "seised" in you, the one person. That was ALLODIAL TITLE.

Today if the HOLDER of the instrument acquires the right of HOLDER IN DUE COURSE there is a SHARED ownership of the property. So it is no longer allodial. It does not matter whether it is done with a DEED, or with a LAND PATENT, or any of the other things that people are finding to be filed in the records of the court. They are all still ways that produce an instrument and there is still a HOLDER IN DUE COURSE which has ALL the RIGHT in the property.

THERE IS NO ALLODIAL TITLE WHEN THE PROPERTY IS FILED IN THE PUBLIC RECORDS OF THE COURT!

If you want allodial title you must get the TITLE and the DEED, and ANY and ALL papers referring to that property, out of the hands of anyone else and into YOUR HANDS ONLY.

THERE IS A WAY TO DO THIS!

We should look up everything we can on the word COLOR as it appears, or is related to, COLOR OF LAW. In "Words and Phrases" from the shelf of the University of Maryland Law Library, color is defined very well. It also defines a COLORABLE TITLE.

COLORABLE
TITLE

COLORABLE TITLE is a title which gives the APPEARANCE that the title is in your hands, but it is not really there. It has the APPEARANCE of being the real thing but it is not real at all. The deed that we have today that is filed in THEIR hands and in our hands, has the appearance that we have the ownership to the property but they have the rights. We do not have all of the ownership. It is COLORABLE.

ALL DEEDS AND TITLES TODAY ARE COLORABLE.

DEFECTIVE
CONVEY-
ANCE

COLORABLE TITLE, under which a good title may be acquired by ADVERSE POSSESSION, means a writing which, on its face, purports to convey title to realty, but may not convey TRUE TITLE for WANT of title in GRANTOR, or because of DEFECTIVE mode of conveyance.

Now their grabbing a copy of the deed and putting it in their records, removing the right of property from you, is a defect in the mode of conveyance. Along with the process of conveyance from me to you, when I sold my house to you, and you bought it, an honest system would guarantee that everything that was there, and all right, title, and interest to it, conveyed to you when you paid me for it.

"SHOULD"
IS NOT
"MUST"

So if some dirty lawyer comes along and takes the deed over and files it in the public record he thinks he has done what he was required by law to do. The law states that it SHOULD be filed. It does not state that it MUST be filed. But the lawyer is a good government agent and if it states that it SHOULD be filed he WILL file it. He is looking for praise and a raise. He is trained to do what the government says. He is stealing the right of property from you and is not aware that he is doing it. He is making the State an interested party in the property as HOLDER IN DUE COURSE and the State now has ALL the right to the property.

CLAIMS
FILED

All claims SHOULD be filed is expressed by the statutes because it is beneficial to the government if the claims ARE FILED. But it does not say MUST. The government COULD NOT BECOME holder in due course if the claims were not filed. That is why the statute states that it SHOULD be filed. It is in the government's interest to be filed in public record, IN COURT.

DEFECT IN
CONVEY-
ANCE

Since the State has all the right to the property, that is how they have an interest in it, and that is a DEFECT IN THE CONVEYANCE. A part of what was just bought was immediately lost. This is what happens the first time the property is bought.

The next time the property is bought it is automatic because of what the book stated in the sentence previously in the definition of COLOR OF TITLE: "...which on its face purports to convey title to realty but may not convey TRUE TITLE for WANT of title in GRANTOR." Once this thing has been filed the first time and the right of title has been removed, and it is sold to someone else, they do not get TRUE TITLE for want of the title not being in the

sellers hands. It is in the hands of the State.

Deeds were always held in the hands of the people before 1930. Now the deeds are filed in PUBLIC RECORD. There is no allodial title if it is filed in court. Now no one has true title to pass to the next buyer. It is being passed DEFECTIVELY due to the fact that it lacks the RIGHT of PROPERTY which is held by the STATE.

TRUE
BANK

This makes the court the true banks in this country. Look up the definition of BANK in the law dictionary. A bank is a court.

ADVERSE
POSSESSION

It may be gotten back by ADVERSE POSSESSION. There is a type of court case known as an "adverse possession CLAIM" that may be filed. All that needs to be done is to explain how this fraud was perpetrated, who did it, and that the holder in due course now adversely holds the right to the property and that the true owner wants it back.

There is also another way to get the deed back. The sheriff will go in and bring it out to you if it is done right. If the county holds your property and they put it up as collateral to borrow money they are getting a benefit from it. The county never paid for the benefit.

The purchaser paid for the property, paid the fee to the State so that they will accept the property, and hold it for the purchaser. Then the purchaser pays rent to use the possession in a piece of property in which the State owns all of the RIGHT. The last two are known as filing fees and property taxes, respectively. The taxes, or rent, is paid over and over every year. It is paid JUST because it is FILED.

NOTICE
AND DEMAND

It is not an honest act to manipulate property from anyone. You have the right to do something about that act. You could send the government a BILL for the full value of the property. Since they are holding your property, let them know that you want them to pay you. Send them a NOTICE AND DEMAND FOR PAYMENT.

They will ignore it. That is good. That is what you want. Send it by certified mail, process service, or courier. When you have proof that they have received it you must give them about 30 days to respond to it. They must pay the bill or counterclaim that they do not owe the money, and for a specific reason.

If they fail to do either one of the two things just mentioned by the end of the 30 days, plus five days to allow for mail, send a second NOTICE AND DEMAND FOR PAYMENT. Get proof of their receiving it. Give them 15 days to reply.

THEY MUST
RESPOND

After the 15 days give them another 5 days for the mail to be delivered. They MUST respond specifically. Such as, "You said that I owe you money for this reason. I do not owe you money for this reason because I do not have the deed in my hands." Just replying, "I do not owe this" is not sufficient to answer a NOTICE AND DEMAND for payment.

They cannot answer that they do not have the deed in their hands because they do!!

So they will not answer. Every time they do not answer you get to

NOTICE OF
DEFAULT

do the next step in the procedure. The next step in the procedure is to send them a notice of default with a copy of each of the first two NOTICE AND DEMAND citations and the proof of service for each.

RULE 55
DEFAULT

When they still ignore it you must then go to the State Court Rule for your State. It will be called DEFAULT. It is rule 55 in the U.S. District Court Rules.

DEFAULT
AUTOMATIC

Entry of the DEFAULT is automatic by the court clerk. There is no need to go in front of a judge. All that is required is an AFFADAVIT that the first and last notices were sent and the final demand was sent. The proofs of services must be in there too. Then you must write a request to the court that the court grant DEFAULT JUDGEMENT based on the AFFADAVIT. When these two steps are done you go to the court clerk's counter and you pay them.

What you are doing is filing a complaint for DEFAULT JUDGEMENT. There is always a fee to be paid to the court when you file a complaint.

The court clerk will then send you up to the judge and the judge will wait 30 more days. A copy of all of this must be sent again to the person who is in DEFAULT, making them aware that it is now in the hands of the court.

They must petition the court. If they fail to petition the court for a hearing within 30 days the judge will tell the court clerk that it is alright to sign the DEFAULT JUDGEMENT and the clerk will do so, according to law.

WRIT OF
EXECUTION

You still do not have much, other than the decision. You must then file another complaint. It is called a "REQUEST FOR A WRIT OF EXECUTION". In some states it may be a request for a "WRIT OF CAPEAS".

The court clerk will provide the forms to petition the sheriff to execute this collection of the money, or the property, or whatever is named on the form. You will tell the sheriff to bring it back to you. He will follow the instructions.

If you want the sheriff to go to the county's bank account and pay you the amount you asked for he will do that. If you have put an alternative to that, such as taking the deed to the property out of the court records and bringing it to you, he will do that if the first alternative is impossible.

The deed must be taken out of the deed platt book and returned to you, along with the UCC-1 forms that are in the vault that the lawyer filed when you bought the property.

They no longer have HOLDER IN DUE COURSE rights in YOUR REAL PROPERTY!!

YOU OWN THE LAND, HAVE THE TITLE, AND OWN ALL THE PROPERTY IN THE LAND.

CERTIFIED MAIL # _____

From (your name) a nonresident
alien to all corporate
governments,
c/o (where you pick up mail)
(town of same)
(state spelled out full)
(no zip) America
(date)

NOTICE AND DEMAND

To (foreclosing lender):

NOTICE AND DEMAND FOR EXHIBITION OR PRESENTMENT WITHOUT DISHONOR.

Demand is hereby served in accordance with State and Federal laws, statutes, and subsequent index codes, that you produce the written authority granted by the State of (state name) Legislature in (capitol) to your bank to "make anything but gold and silver coin a tender in payment of debts", and any written instrument, document, contract or agreement, bearing my "authorized" signature, in which I agree to be held liable and chargeable to any bona fide valid claim of debt by me, payable to your bank, within ten (10) days from receipt of this NOTICE AND DEMAND.

Your failure will be the admission of the fraud attempting to be perpetrated upon me by you and your agency bank. Specific performance by you, as initially purported, is an alternative.

"Silence can only be equated with fraud when there is a legal or moral duty to speak, or when an inquiry left unanswered would be intentionally misleading. ...We cannot condone this shocking conduct... If that is the case we hope our message is clear. This sort of deception will not be tolerated and if this is "routine" it should be corrected immediately." U.S. v. Tweel, 550 F.2d 297, 299-300 (1977).

The continued silence, by any failure to produce or to deny by your bank corporation, strongly suggests the validity of my claim of my not being subject to bank debt claim forms. It would seem most appropriate for your counsel to review their erroneous position.

"Fraud vitiates the most solemn contracts, documents, and even judgements." U.S. v. Throckmorton, 98 U.S. 61, 651.

You have ten (10) days to respond.

Sincerely,

Nonresident alien to all
corporate governments,
Natural American human being.

(your name)
c/o _____
(where you pick up mail)
(box # or # and street)

(town) NON DOMESTIC _____ State, America
(fully spell state name)

NOTICE OF REVOCATION OF SIGNATURE AND POWER OF ATTORNEY AND CONSENT

To whom it may concern:

I, _____, an inhabitant located in _____ County,
(your name) (county name)
_____ State, but not the corporate body politic of either,
(name of state)

and a natural human being of the American Republic Nation, do hereby
revoke and make void, per U.C.C. section 2-608 ab initio, all
signatures on any instruments and any consent of express or implied
power of attorney therewith, in fact or assumption, signed either by me
or anyone acting as my agent, or unsigned, as it pertains to the stated
_____ and any and all

(birth certificate, marriage license, etc.)
certificates issued by _____ governmental/quasi govern-
(name of department)

mental entities, due to the use of various elements of fraud and
misrepresentation, duress, coercion, mistake, or bankruptcy, as per
U.C.C. section 1-103, by said agencies/entities. I hereby cancel,
repudiate, and refuse to accept any benefit, franchises and/or
privileges attached to the above mentioned item/items.

I, _____, do hereby revoke, cancel, annul, repeal, dismiss,
(your name)

discharge, extract, withdraw, abrogate, recant, negate, obliterate,
delete, nullify, efface, erase, expunge, excise, strike, repudiate,
wipe out, disavow, recall, renounce, destroy, abjure, disclaim, disown,
reject, and relinquish all signatures and powers of attorney, in fact
or assumption, with or without my consent and/or knowledge, as it
pertains to any and all property, real or personal, tangible or
intangible, corporeal or incorporeal, obtained in the past, present, or
future. I am the sole and absolute possessor and owner and possess
absolute unqualified full right allodial title to any and all such
property, as a member of the American Republic, with no effectively
connected trade or business within the United States or the State of
_____ "Body Politic" corporation.

(name of state)

This instrument replaces, cancels, and repudiates the prior instrument
filed by me or my agent with the _____ Office and

(department of government)

any and all other governmental entities anywhere which may execute on
said prior instrument(s), and this document shall become a permanent
part of the records of the above named government agency. All such
instruments are without prejudice to me and non assumpsit to you.

Witness my hand this _____ day of _____ 19__ .

(your name)

Witnessed by:

1. _____
2. _____
3. _____

IN THE COURT OF COMMON PLEAS
OF MONTGOMERY COUNTY
PENNSYLVANIA REPUBLIC

G.E. Capital Mortgage Services, Inc.)
f/k/a Travelers Mortgage Services Inc.)
v.)
Newton B. De Riemer and)
Denise De Riemer)

Civil Action - Law
No. 92-20648

To: G.E. Capital Mortgage Services, Inc.
f/k/a/ Travelers Mortgage Services, Inc.

NOTICE OF DEFAULT

You have defaulted and failed to reply or comply with the NOTICE AND DEMAND FOR EXHIBITION OR PRESENTMENT WITHOUT DISHONOR filed on (date) with this Court re. the above action in which DEMAND was made to produce (prior to HEARING April 14, 1993) your authorization by the State Legislature to have made "anything but gold and silver coin a tender in payment of debts." (copy enclosed)

By your DEFAULT you have admitted that you/your lending institution do not and never have had authority to have created a false claim of now existing debt. Such false claim by you is a fraud being attempted to be perpetrated on me/us while attempting to utilize the good offices of this Court to collect such spurious and false debt claim.

You have 5 days to "cure the Default" or I/We Demand that you immediately return any and all property and/or monies stolen or otherwise collected unlawfully, and immediate removal of any levys, liens, mortgage liens, and/or Notices of Levys or Liens.

Further I/We Demand immediate return of any and all payments which I/We may have inadvertantly made to you/your lending institution based upon your admitted previous fraudulent claim of debt, from the date of alleged inception of the alleged loan to today's date.

Your failure to immediately complete restitution to me/us, as above, will be met with Summons and Complaint, both Civil and Criminal, in your personal, as well as your corporate, capacity in Federal District Court. IMMEDIATE COMPLIANCE DEMANDED

Date: _____

Newton B. De Riemer

Denise De Reimer

[After everything is returned, sue the lender anyway for damages times THREE under Title 42, section 1983, Civil Rights claim where "government employees have exceeded their constitutional and civil (Legislative granted) rights by depriving you of your unalienable, inherent, Natural (God-given) property rights, as secured by the Constitution against infringement from government."]

THEIR QUESTIONS...MY ANSWERS, AND REASONS

Q. - Are you John Doe?

A. - No.

R. - I am not my name. My name and my body are two very different entities. I can even change my name but my body will be the same.

Q. - What is your address?

A. - I do not have an address.

R. - Only pieces of real property, land, have addresses. They are assigned by the U.S. Postal Service, formerly the Post Office Department. The address stays with a piece of property, even if the human being that stays there dies or moves to another piece of land with a different address.

Q. - Where do you live?

A. - In my body.

R. - Life outside of my body does not belong to me. I am alive in my body. I "live" in my body.

Q. - Where is your home?

A. - Abroad.

R. - My home is beyond the rule of admiralty jurisdiction. It is "beyond the seas". It is abroad.

Q. - What is your Social Security number?

A. - I do not have one.

R. - Even if I am carrying a Social Security card with a number on it, the number does not belong to me. It belongs to the Social Security Administration. It is their number and NOT MINE. They allow me to use it if I choose, but not for purposes of identification. I choose to not use it. Using it is voluntary and I volunteer not to use it.

ABOUT SOME LAWYERS

You are about to read the names of twelve of the nation's most prominent lawyers. One of these men was a law school dropout. He quit law school before he was finished. He was not proud of it. See if you can guess his name.

PATRICK HENRY passed his oral bar examinations in 1760 and within three years had handled more than 1100 cases. He was a member of the Continental Congress and later governor of Virginia.

JOHN JAY was admitted to the bar in 1768, subsequently distinguishing himself as the first Chief Justice of the Supreme Court.

JOHN MARSHALL passed his bar exams in 1780 and later became a Supreme Court Chief Justice.

WILLIAM WIRT was barely twenty when he practiced law in Culpepper County, Virginia and he eventually became United States Attorney General.

ROGER TANEY was admitted to practice in 1799, served as first Secretary of the Treasury, and then as Chief Justice of the Supreme Court.

DANIEL WEBSTER was admitted to the Boston bar in 1805 and established a phenomenal legal reputation and also served as Secretary of State in 1841.

SALMON CHASE gained his early prominence as a defense attorney for runaway slaves and also later became Chief Justice of the Supreme Court.

ABRAHAM LINCOLN gained his experience as a lawyer and became the 16th president of the United States.

STEVEN DOUGLAS was admitted to the bar in 1834. He later became a Representative and then a Senator from Illinois. He is best remembered for his debates with Lincoln.

CLARENCE DARROW was a lawyer of world renown whose most famous case was the Scopes case, the so called Monkey Trial of 1925.

ROBERT STOREY was born in 1893 and served as president of the American Bar Association in 1952 and 1953.

Strom Thurmond was admitted to the bar in 1930 and later became governor of South Carolina and then Senator from that state.

Remember that one of these distinguished gentlemen is a law school dropout. He abandoned law school after his first year and NEVER returned.

CLARENCE DARROW was that dropout!

That is right. CLARENCE DARROW, the name that the entire world associates with the practice of law, attended law school for only one year. He did not distinguish himself by that and studied law on his own.

In conclusion it should be stated here that the other eleven DISTINGUISHED American lawyers could not have dropped out of law school because they never went to law school at all!

Remember this the next time a judge or a lawyer says to you that "the man who represents himself has a fool for a client".

TITLES OF UNITED STATES CODE

- *1. General Provisions.
- 2. The Congress.
- *3. The President.
- *4. Flag and Seal, Seat of Government, and the States.
- *5. Government Organization and Employees; and Appendix.
- †6. [Surety Bonds.]
 - 7. Agriculture.
 - 8. Aliens and Nationality.
 - *9. Arbitration.
 - *10. Armed Forces; and Appendix.
 - *11. Bankruptcy; and Appendix.
 - 12. Banks and Banking.
 - *13. Census.
 - *14. Coast Guard.
 - 15. Commerce and Trade.
 - 16. Conservation.
 - *17. Copyrights.
 - *18. Crimes and Criminal Procedure; and Appendix.
 - 19. Customs Duties.
 - 20. Education.
 - 21. Food and Drugs.
 - 22. Foreign Relations and Intercourse.
 - *23. Highways.
 - 24. Hospitals and Asylums.
 - 25. Indians.
 - 26. Internal Revenue Code.
 - 27. Intoxicating Liquors.
- *28. Judiciary and Judicial Procedure; and Appendix.
- 29. Labor.
- 30. Mineral Lands and Mining.
- *31. Money and Finance.
- *32. National Guard.
- 33. Navigation and Navigable Waters.
- ‡34. [Navy.]
- *35. Patents.
- 36. Patriotic Societies and Observances.
- *37. Pay and Allowances of the Uniformed Services.
- *38. Veterans' Benefits.
- *39. Postal Service.
- 40. Public Buildings, Property, and Works.
- 41. Public Contracts.
- 42. The Public Health and Welfare.
- 43. Public Lands.
- *44. Public Printing and Documents.
- 45. Railroads.
- 46. Shipping.
- 47. Telegraphs, Telephones, and Radiotelegraphs.
- 48. Territories and Insular Possessions.
- *49. Transportation; and Appendix.
- 50. War and National Defense; and Appendix.

*This title has been enacted as law. However, any Appendix to this title has not been enacted as law.

†This title was enacted as law and has been repealed by the enactment of Title 31.

‡This title has been eliminated by the enactment of Title 10.

"CREATURE OF LAW"
VS
CREATURE OF GOD

office. It not unfrequently happens that the public mind is deeply impressed with the guilt of the accused, and when probably he is guilty, and yet the imperfections of the early examinations leave no alternative to the jury but to acquit. It is proper in most cases to procure the examination to be made by a physician, and in some cases, it is his duty. 4 Car. & P. 571.

CORPORAL. An epithet for anything belonging to the body, as, corporal punishment, for punishment inflicted on the person of the criminal; corporal oath, which is an oath by the party who takes it being obliged to lay his hand on the Bible.

CORPORAL, *in the army.* A non-commissioned officer in a battalion of infantry.

CORPORAL TOUCH. It was once decided that before a seller of personal property could be said to have stopped it in transitu, so as to regain the possession of it, it was necessary that it should come to his corporal touch. 8 T. R. 406; 5 East, 184. But the contrary is now settled. These words were used merely as a figurative expression. 3 T. R. 464; 5 East, 184.

CORPORATION. An aggregate corporation is an ideal body, created by law, composed of individuals united under a common name, the members of which succeed each other, so that the body continues the same, notwithstanding the changes of the individuals who compose it, and which for certain purposes is considered as a natural person. Brown's Civ. Law, 99; Civ. Code of Lo. art. 418; 2 Kent's Com. 215. Mr. Kyd, (Corpor. vol. 1, p. 13,) defines a corporation as follows: "A corporation, or body politic, or body incorporate, is a collection of many individuals united in one body, under a special denomination, having perpetual succession under an artificial form, and vested by the policy of the law, with a capacity of acting in several respects as an individual, particularly of taking and granting property, contracting obligations, and of suing and being sued; of enjoying privileges and immunities in common, and of exercising a variety of political rights, more or less extensive, according to the design of its institution, or the powers conferred upon it, either at the time of its creation, or at any subsequent period of its existence." In the case of Dartmouth College against Woodward, 4 Wheat. Rep. 626, Chief Justice Marshall describes a corporation to be "an artificial being, invisible, intangible, and existing only in contemplation of law.

Being the mere creature of law," continues the judge, "it possesses only those properties which the charter of its creation confers upon it, either expressly or as incidental to its very existence. These are such as are supposed best calculated to effect the object for which it was created. Among the most important are immortality, and if the expression may be allowed, individuality; properties by which a perpetual succession of many persons are considered as the same, and may act as the single individual. They enable a corporation to manage its own affairs, and to hold property without the perplexing intricacies, the hazardous and endless necessity of perpetual conveyance for the purpose of transmitting it from hand to hand. It is chiefly for the purpose of clothing bodies of men, in succession, with these qualities and capacities, that corporations were invented, and are in use." See 2 Bl. Com. 37.

2. The words corporation and incorporation are frequently confounded, particularly in the old books. The distinction between them is, however, obvious: the one is the institution itself, the other the act by which the institution is created.

3. Corporations are divided into public and private.

4. Public corporations, which are also called political, and sometimes municipal corporations, are those which have for their object the government of a portion of the state; Civil Code of Lo. art. 420; and although in such case it involves some private interests, yet, as it is endowed with a portion of political power, the term public has been deemed appropriate.

5. Another class of public corporations are those which are founded for public, though not for political or municipal purposes, and the whole interest in which belongs to the government. The Bank of Philadelphia, for example, if the whole stock belonged exclusively to the government, would be a public corporation; but inasmuch as there are other owners of the stock, it is a private corporation. Domat's Civil Law, 452; 4 Wheat. R. 668; 9 Wheat. R. 907; 3 McCord's R. 377; 1 Hawk's R. 36; 2 Kent's Com. 222.

6. Nations or states, are denominated by publicists, bodies politic, and are said to have their affairs and interests, and to deliberate and resolve, in common. They thus become as moral persons, having an understanding and will peculiar to them.

NATIONS AND STATES ARE AS
MORAL PERSONS!

(ON OUR LEVEL - NOT ABOVE)
VS

PREAMBLE OF ARTICLES OF CONFEDERATION: (1781)

To all to whom these presents shall come, we the undersigned delegates of the states affixed to our names send greeting. Whereas the delegates of the United States of America in Congress assembled did on the fifteenth day of November in the year of our Lord one thousand seven hundred and seventy-seven, and in the second year of the independence of America, agree to certain articles of confederation and perpetual union between the states of New Hampshire, Massachusetts Bay, Rhode Island and Providence Plantations, Connecticut, New York, New Jersey, Pennsylvania, Delaware, Maryland, Virginia, North Carolina, South Carolina, and Georgia....

PREAMBLE OF CONSTITUTION: (1787)

We the People of the United States, in Order to form a more perfect Union, establish Justice, insure domestic Tranquility, provide for the common defense, promote the general Welfare, and secure the Blessings of Liberty to ourselves and our Posterity, do ordain and establish this Constitution for the United States of America.

.....

The Delegates, as they called themselves, assembled in 1781 to draw up the Articles of Confederation. In only six years they got together once again to amend the Articles of Confederation and ended up drafting the Constitution for the United States of America.

The Delegates six years later called themselves, the same human beings, WE THE PEOPLE. This phrase has been used, and especially abused, ever since the people of America, the inhabitants of the states, started to say that they, themselves, were the PEOPLE mentioned in the preamble of the Constitution.

It should be obvious to anyone who takes the time to compare the two documents that the Delegates in the preamble to the Articles of Confederation are the same PEOPLE to which they refer in the preamble of the Constitution. They are referring to themselves and not to any of the free PEOPLE that inhabit the states mentioned by name in the first document.

That means that the inhabitant of a state, a free "human being" is not a "preamble citizen" and should not want to be a member of the government. The PEOPLE mentioned in the preamble were the PEOPLE in the government CORPORATION known as the UNITED STATES.

If we claim to be a "preamble citizen" we are putting ourselves into the jurisdiction of the "corporate" United States. Those Delegates were already there by vote of the inhabitants of the states that sent them.

If our people do not know who they are or where they live, how can they know where to go? The answer is that they cannot...by design.

The Exemption

by Moses G. Washington

revised on 10/19/2004

Disclaimer

The material in this essay is for educational purposes only and not to be construed as legal advice about what you should or should not do. The information herein is to assist you in performing your own due diligence before implementing any strategy. Formal notice is hereby given that:

You have 10 days after reviewing any material on this web site to notify Truth Sets Us Free (TSUF) in writing of any word, phrase, reference or statement which is inaccurate, incorrect, misleading or not in full compliance with state and federal law and to give TSUF 30 days to correct and cure any alleged potential flaw. TSUF's intent is to be in strict compliance with the law.

In this essay we will examine the evidence that the government owes each American a huge debt and that this debt can be used as an alternative to using Federal Reserve Notes (FRN) to discharge our debts. In order to best understand the material in this essay, you should have already read the articles on “U. S. Bankruptcy,” “Federal Reserve,” and “Meet Your Straw Man”.

Throughout this document we will be quoting various sources. The quotes will be shown in blue ink and a “sans serif” font. The regular text of this essay and comments in the midst of quoted text will be shown in black ink and a “serif” font. I will also occasionally underline certain text to draw your attention to key phrases.

Constitutional Money

We will begin our study of this subject with a review of what the Constitution has to say about money.

[Congress shall have Power] To coin Money, regulate the Value thereof, and of foreign Coin ... [Article 1, Section 8, clause 5]

No State shall ... make anything but gold and silver Coin a Tender in payment of Debts... [Article 1, Section 10, clause 1]

From these quotes we can conclude that the people have delegated power to Congress to coin money, and set its value. The States also formed an agreement agreeing that only gold and silver coins would be valid payment of debts. This concept of paying a debt will be very important to our discussion, so let's see how “pay” is defined.

Pay. To discharge a debt by tender of payment due; to deliver to a creditor the value of a debt, either in money or in goods, for his acceptance. [Black's Law Dictionary 5th Edition]

While the above definition uses the word “discharge,” we do not believe that “pay” and “discharge” carry the same meaning. You will notice that pay carries with it the concept of “deliver to the creditor the value of a debt, either in money or in goods.” This means that “pay” includes the concept of “exchange.”

Exchange. To barter; to swap. To part with, give or transfer for an equivalent... [Black's Law Dictionary 5th Edition]

So the idea of an exchange is one in which two parties transfer items one to the other for like value. We conclude from this definition that an exchange pays a debt in full. Both parties received something of equal value. Now let's look at the definition for “discharge.”

Discharge. To release; liberate; annul; unburden; disencumber; dismiss. To extinguish an obligation; ... [Black's Law Dictionary 5th Edition]

It is clear from this definition that “discharge” is very different from “pay”. It is evident that there is no exchange of equal value occurring when a debt is discharged.

The system that was set when our republic was founded allowed people to “pay” their debts. Gold and silver both are substances that have been recognized to have intrinsic value for thousands of years. If someone wanted to buy a cow and a price of \$20 was agreed to between the buyer and the seller, an exchange takes place between the parties when the buyer exchanges the \$20 gold piece for the cow.

Our concept of money has changed from the founding of our country from being gold and silver coins to paper money not backed by gold (fiat money). These concepts began to change after the Civil War.

Legal Tender Cases

During the Civil War, the US government issued “green backs” which was money backed by nothing, fiat money. This was a significant change from the systems that was established in the Constitution. These green backs were very similar to our current Federal Reserve Notes. There were a number legal cases that ruled on the constitutionality of the green back currency. In each of the initial cases, the courts ruled that the green backs were unconstitutional. But the Knox v. Lee case reversed the prior decisions of the Supreme Court. This case decided that the government could issue “legal tender” that is not backed by gold and silver thus paving the way of the Federal Reserve Bank in 1913 and the “confiscation” of the gold in 1933.

The following excerpts are taken from the case. In order to understand this decision, it is important to realize that the Supreme Court was acting as a Court of Equity, which operates under different rules than a common law court. The presumption in a court of equity is that the government is sovereign, owning everything, and that the defendant and the plaintiff are US citizens. As citizens, they are both viewed as debtors to the sovereign government. The court that covers actions between two debtors in the US is an admiralty court which operates under equity rules. Given this presumption, it is perfectly valid for the court to make decisions regarding who

owes who what debt. The court is acting like a parent who resolves disputes between two children over who has the right to a toy that both children want. The court believes it is right and fitting for them to tell the parties what the sovereign (government) wants done with the assets that they (the plaintiff and defendant) are using. The argument presented by the Attorney General Akerman reflects this attitude of sovereignty resting with the government. Akerman suggests why the national government should be able to issue paper currency that is not backed by gold.

[Congress ... to exercise a power conferred by the Constitution, \[then\] the means which it selects are constitutional, whatever may be the opinion of the court of its practical wisdom, because the decision, whether practically conducive to the end proposed, is a political and administrative question, and not a judicial one ... If the government needed gold, and it was in the possession of A, it could take it from him, as they could take his personal service, against his will, or could batter down his house, if it stood in the way of military operations. \[Much of what is done that seems to violate the Constitution is done under the "law of necessity" which derives its authority from military or martial law. This case was after the Civil War had concluded but the Attorney General is arguing as if the war was still being fought.\] If A had said, "I owe this gold to B, and am on my way to pay him my debt," the officers of the government could accompany him to his creditor, and when the payment was made, seize it from him. What difference does it make whether it was the form in which it was done, or whether it was taken from A, and there was furnished him certifies that the money belonged to B, and intended for him, was taken by the government, which would he responsible to B for its payment? \[Attorney General Akerman; Knox v. Lee, 79 U.S. 287, 304, 12 Wall. 457-681 \(1870\)\]](#)

Akerman is suggesting that since the government has the right to take the gold, it doesn't matter if they take it from person "A", the debtor, or if they take it from person "B", the creditor. Akerman's presumption is that the government has the right to the gold. If the government does have the right to the gold, then they can just give "A" a piece of paper, a certificate or legal tender, that "A" can give to "B". Akerman suggests there is no difference. If the government took the gold and other substance based money, then the government would be responsible for all debts because they took the substance based money out of circulation. The government is giving a certificate in its place. Since the government removed the ability of the people to pay, the government is responsible for the debt. If the government took the gold out of circulation, it would be responsible for all debts because the government is the only one with the ability to pay. No one else has anything of substance with which to pay. You have heard it said that "he who had the gold makes the rules." But it can also be said that "he who has the gold pays."

The following excerpt from the Knox v. Lee case shows how the composition of the court was changed in order to get the desired ruling.

[A majority of the court five to four, in the opinion which has just been read, reverses the judgment rendered by the former majority of five to three, in pursuance of an opinion formed after repeated arguments, at successive terms, and careful consideration; and declares the legal tender clause to be constitution; that is to say, that an act of Congress making promises to pay dollars legal tender as coined dollars in payment of pre-existing debts is a means appropriate and plainly adapted to the exercise of powers expressly granted by the Constitution, and not prohibited itself by the Constitution but consistent with its letter and spirit. And this reversal, unprecedented in the history of the court, has been produced by no change in the opinions of those who concurred in the former judgment. One closed an honorable judicial career by resignation after the case had been decided, after the opinion had been read and agreed to in conference, and after the day when it would have been delivered in court, had not the delivery been postponed for a week to give time for the preparation of the dissenting opinion. The court was then full, but the vacancy caused by the resignation of Mr. Justice Grier having been subsequently filled and an additional justice having been appointed under the act increasing the number of judges to](#)

nine, which took effect on the first Monday of December, 1869, the then majority find themselves in a minority of the court as now constituted, upon the question. [The CHIEF JUSTICE, Chase, dissenting; LEGAL TENDER CASES Knox v. Lee, 79 U.S. 287,319 (1870)]

But it has been claimed to be a proper regulation of commerce, for Congress to provide a uniform national currency; and that these legal tender notes were, in effect, a mortgage on the whole property of the nation [This is very similar what was said during testimony on the emergency banking legislation passed on March 9, 1933. See the quote below.] and therefore, the best secured and most uniform currency the nation could have. Although, in truth, the security for this or any national debt is exactly the extent to which the people will consent to contribute through taxation to its payment. [Knox v. Lee, 12 Wall. 287,298, (1870)]

The Knox v. Lee case set the stage for what happened in 1913 (Federal Reserve Act was passed, see the Federal Reserve article) and in 1933 when the country was taken off the gold standard.

Events of 1933

You may recall from the U.S. bankruptcy article that shortly after Frank D. Roosevelt was inaugurated, he called a special session of Congress. He asked Congress to pass emergency banking legislation. On, March 9, 1933, Congress passed the emergency measure that FDR requested declaring a banking holiday. The fundamental nature of the banking systems was changed in this legislation. As a result of the legislation, all banks had to become members of the Federal Reserve system. This act further made the Federal Reserve Note the only paper currency valid in the US. The Federal Reserve Notes (FRN) were no longer going to be backed by gold but only by the credit of the people and their property. A quote from the Congressional Record that occurred during the debate on the bill demonstrates this fact.

The money will be worth 100 cents on the dollar because it is backed by the credit of the Nation. It will represent a mortgage on all the homes and other property of all the people in the Nation. [Congressional Record, March 9, 1933, emphasis added]

This language sound very similar what was said in the Knox v. Lee case shown above.

The next major change that occurred, was an Executive Order issued on April 5, 1933. This order required all “individuals, partnerships, associations and corporations” to turn in their gold. In the essay, “Meet Your Straw Man”, we have already seen that “partnerships, associations and corporations” are “legal fictions” created by the civil government. However, the term “individual” and “person” are used in the order. What do these terms mean?

“Individual. As a noun, this term denotes a single person as distinguished from a group or class, and also, very commonly, a private or natural person as distinguished from a partnership, corporation, or association; but it is said that this restrictive signification is not necessarily inherent in the word, and that it may, in proper cases, include artificial persons. See also Person.” [Black's Law Dictionary, 5th Edition]

“Person. In general usage, a human being (i.e. natural person), though by status term may include a firm, labor organizations, partnerships, associations, corporations, legal representatives, trustees, trustees in bankruptcy, or receivers.” [Black's Law Dictionary, 5th Edition]

Natural person. Any human being who as such is a legal entity as distinguished from an artificial person, like a corporation, which derives its status as a legal entity from being so recognized by law. [296 NY 395, 72 NE2d 716. Radin, Law Dictionary (1955)]

... natural persons, members of the body politic owing allegiance to the State. [Pembina v. Penn. 125 U.S. 181, 189 (1888)]

human. 1. Belonging to man or mankind... 3. Profane; not sacred or divine. [American Dictionary of the English Language, Noah Webster, 1928]

human being. See Monster. [2 Bl. Com. 24. Law Dictionary with Pronunciations by James Ballentine, 1948 Edition]

monster. A human-being by birth, but in some part resembling a lower animal... [2 Bl. Com. 24. Law Dictionary with Pronunciations by James Ballentine, 1948 Edition]

Our conclusion is that “person”, and “individual” are terms referring to legal fictions, or a straw man. Both of these words are also said to be “natural persons” and as such are “members of the body politic owing allegiance to the State.” These entities are created in and exist in the civil society that we call “the public”. As such they are subject to the rules established by their creators, the civil government. Men, on the other hand, are outside of “the public”. You might think of “the public” as if it were a “box” that contains only legal fictions and men live outside of this box. Since the Executive Order applies to individuals and persons, by necessity, it did not apply to men.

Below is the complete text of the Executive Order with some imbedded comments.

Executive Order Of April 5, 1933

UNDER EXECUTIVE ORDER OF THE PRESIDENT
Issued April 5, 1933

All persons [The order applied to persons which did not include men. So when men turned in their gold, they did so voluntarily.] are required to deliver ON OR BEFORE MAY 1, 1933, all GOLD COIN, GOLD BULLION, AND GOLD CERTIFICATES now owned by them to a Federal Reserve Bank, branch or agency, or to any member bank of the Federal Reserve System.

EXECUTIVE ORDER

**FORBIDDING THE HOARDING OF GOLD COIN, GOLD BULLION,
AND GOLD CERTIFICATES**

By virtue of the authority vested in me by Section 5(b) of the Act of October 6, 1917 as amended by Section 2 of the Act of March 9, 1933, entitled “An Act to Provide Relief in the Existing Emergency in Banking, and for other purposes” [The “state of emergency,” due to the “law of necessity,” was used as an excuse for issuing the order.] in which Amendatory Act Congress declared that a serious emergency exists, I, Franklin D. Roosevelt, President of the United States of America, do declare that said national [The use of the word “national” seems to signify the civil government acting as sovereign while under the original intent of the Constitution the people were viewed as sovereign and the source of all authority.] emergency still continues to exist, and pursuant to said Section do hereby prohibit the hoarding of gold coin, gold bullion, and gold certificates within the continental United States by individuals, partnerships, associations and corporations, [The order only applies to these entities, but men were excluded from the order.] and hereby prescribe the following regulations for

carrying out the purposes of this Order.

Section 1. For the purposes of this regulation the term “hoarding” means the withdrawal and withholding of gold coin, gold bullion or gold certificates from the recognized and customary channels of trade. The term “person” means any individual, partnership, association or corporation. [Again, the order applies only artificial entities and not to men.]

Section 2. All persons are hereby required to deliver on or before May 1, 1933, to a Federal Reserve Bank or branch or agency thereof or to any member bank of the Federal Reserve System all gold coins, gold bullion or gold certificates now owned by them or coming into their ownership on or before April 23, 1933, except the following:

(a) Such amount of gold as may be required for legitimate and customary use in industry, professions, or art within a reasonable time, excluding gold prior to refining and stocks of gold in reasonable amounts for the usual true requirements of owners mining and refining such gold.

(b) Gold coins and gold certificates in an amount not exceeding in the aggregate \$100 belonging to any one person; and gold coin having a recognized special value to collectors or rare and unusual coins.

(c) Gold coin and bullion earmarked or held in trust for a recognized foreign government [Men are foreign to the government, they are outside “the box” or outside “the public.”.] (or foreign central bank or the Bank for International Settlements).

(d) Gold coin and bullion licensed for other proper transactions (not involving hoarding) including gold coin and bullion imported for re-export or held pending action on application for export license.

Section 3. Until otherwise ordered by any other person becoming the owner of any gold coin, gold bullion or gold certificates after April 23, 1933, shall within three days after receipt thereof, deliver the same in the manner prescribed in Section 2: unless such gold coin, gold bullion or gold certificates are held for any of the purposes specified in paragraphs (a), (b), or (c) of Section 2: or unless such gold coin, or gold bullion is held for purposes specified in paragraph (d) of Section 2 and the person holding it is, with respect to such gold coin or bullion, a licensee or applicant for license pending action thereon.

Section 4. Upon receipt of gold coin, gold bullion or gold certificates delivered to it in accordance with Section 2 or 3, the Federal Reserve Bank or member bank will pay therefore an equivalent amount of any form of coin or currency coined or issued under the laws of the United States. [The value of gold had been arbitrarily held to a fixed value by the Federal government. It was not permitted to float in value as it is today. If someone turned in \$10,000 worth of gold, the banks would give an equivalent amount of currency. On the surface, it would appear that value (\$10,000 in gold) was given for value (\$10,000 in currency). However, the gold had real intrinsic value while the currency was worthless paper. This was not an exchange but rather a transfer of the gold from men to the government.]

Section 5. Member banks shall deliver all gold coin, gold bullion and gold certificates owned or received by them (other than as exempted under the provisions of Section 2) to the Federal Reserve Banks of their respective districts and receive credit or payment therefore. [This indicates that the Federal Reserve Banks are holding the credits for the gold.]

Section 6. The Secretary of the Treasury, out of the sum made available to the President by Section 301 of the Act of March 9, 1933, will in all proper cases pay the reasonable costs of transportation of gold coin, gold bullion or gold certificates delivered to a member bank or Federal Reserve bank in accordance with Section 2, 3, or 5 hereof, including the cost of insurance, protection, and such other incidental costs as may be necessary, upon production of satisfactory evidence of such costs. Voucher forms for this purpose may be procured from Federal Reserve Banks.

Section 7. In cases where the delivery of gold coin, gold bullion or gold certificates by the owners thereof within the time set for the above will involve extraordinary hardship or difficulty, the Secretary of the Treasury may, in his discretion, extend the time within which such delivery must be made. Applications for such extensions must be made in writing under oath, addressed to the Secretary of the Treasury and filed with a Federal Reserve Bank. Each application must state the date to which the extension is desired, the amount and location of the gold coin, gold bullion and gold certificates in respect of which such application is made and the facts showing extension to be necessary to avoid extraordinary hardship or difficulty.

Section 8. The Secretary of the Treasury is hereby authorized and empowered to issue such further regulations as he may deem necessary to carry out the purpose of this order and to issue licenses there under, through such offices or agencies as he may designate, including licenses permitting the Federal Reserve Banks and member banks of the Federal Reserve System, in return for an equivalent amount of other coin, currency or credit, to deliver, earmark or hold in trust [This is a vitally important concept. The Federal government set up a trust where the Secretary of the Treasury is acting as the trustee. The people voluntarily transferred their gold to the government. The gold and perhaps was other things are the assets of the trust. The people would also be the beneficiaries of this trust.] gold coin and bullion to or for persons showing his need for the same for any of the purposes specified in Paragraphs (a), (c) and (d) of Section 2 of these regulations.

Section 9. Whoever willfully violates any provision of this Executive Order or of these regulations or of any rule, regulation or license issued there under may be fined not more than \$10,000, or if a natural person, may be imprisoned for not more than ten years, or both and any officer, director or agency of any corporation who knowingly participates in any such violation may be punished by a like fine, imprisoned, or both.

This order and these regulations may be modified or revoked at any time.

FRANKLIN D. ROOSEVELT

THE WHITE HOUSE

April 5, 1933

Further Information Consult Your Local Bank

GOLD CERTIFICATES may be identified by the words "GOLD CERTIFICATE" APPEARING THEREON. The serial number and the Treasury seal on the face of a GOLD CERTIFICATE are printed in YELLOW. Be careful not to confuse GOLD CERTIFICATES with other issues which are redeemable in gold but which are not GOLD CERTIFICATES. Federal Reserve Notes and United States Notes are redeemable in gold but are not "GOLD CERTIFICATES" and are not required to be surrendered.

Special attention is directed to the exceptions allowed under
Section 2 of the Executive Order

CRIMINAL. PENALTIES FOR VIOLATIONS OF EXECUTIVE ORDER

Our conclusion after analyzing the order, is that men voluntarily gave up their gold, a substance with intrinsic value, for worthless paper. The gold was held in trust for the people by the government. The Secretary of the Treasury acts as the trustee of this trust. The people, and by extension their children and heirs, are the beneficiaries of this trust. This means we have a beneficial interest in the assets of the trust. We will see later that other assets were also given to the government.

The next major step was making it illegal to require gold as a valid form of payment for debts.

This was done by House Joint Resolution (HJR) 192. Below is the complete text of HJR 192.

JOINT RESOLUTION TO SUSPEND THE GOLD STANDARD AND ABROGATE THE GOLD CLAUSE

JUNE 5, 1933

H.J. Res. 192, 73rd Cong. 1st Session

Joint resolution to assure uniform value to the coins and currencies of the United State

Whereas the holding of or dealing in gold affects the public interest, and therefore subject to the proper regulation and restriction; and

Whereas the existing emergency [Again an “emergency” was used as the excuse for the action.] has disclosed that provisions of obligations which purport to give the obligee a right to require payment in gold or a particular kind of coin or currency of the United States, or in an amount in money of the United States measured thereby, obstruct the power of the Congress to regulate the value of the money of the United States, and are inconsistent with the declared policy [Congress is setting a public policy which is defined as “principles and standards regarded by the legislature or by the courts as being of fundamental concern to the state and the whole society.” Black’s Law Dictionary 7th Edition..] of the Congress to maintain at all times the equal power of every dollar, coined or issued by the United States, in the markets and in the payment of debts,

Now, therefore, be it Resolved by the Senate and House of Representatives of the United States of America in Congress assembled, that

(a) every provision contained in or made with respect to any obligation which purports to give the obligee a right to require payments in gold or a particular kind of coin or currency [Currency would include all of M1, M2 and M3 money as defined by the Federal Reserve.], or in an amount in money of the United States measured thereby, is declared to be against public policy; and no such provision shall be contained in or made with respect to any obligation hereafter incurred. [This clause makes it contrary to public policy for any creditor to require payment in any particular form. This means that no creditor can ask for payment by check, cash, or cashiers check. It also means that they are not permitted to dishonor a valid form of payment.] Every obligation, heretofore or hereafter incurred, whether or not any such provision is contained therein or made with respect thereto, shall be discharged [You could no longer “pay off” a debt. You can only discharge a debt.] upon payment, dollar for dollar, in any coin or currency which at time of payment is legal tender for public and private debts. [Any valid form of “legal tender” must be accepted to discharge a debt. The debt must be discharged “dollar for dollar” which means that we discharge the exact amount shown on a charging instrument (bill or invoice).] Any such provision contained in any law authorizing obligations to be issued by or under authority of the United States, is hereby repealed, but the repeal of any such provision shall not invalidate any other provision or authority contained in such law.

(b) As used in this resolution, the term 'obligation' means any obligation (including every obligation of and to the United States, excepting currency) payable in money of the United States; and the term 'coin or currency' means coin or currency of the United States, including [The term “including” means that what follows is a partial list and it implies that other things may also belong in the list. The term “includes”, on the other hand is a limiting term that indicates only the specific items listed may be included.] Federal Reserve notes and circulating notes of Federal Reserve banks and national banking associations.

Sec. 2 The last sentence of paragraph (1) of subsection (b) of section 43 of the Act entitled "An Act to relieve the existing national economic emergency by increasing agricultural purchasing power, to raise revenue for extraordinary expenses incurred by reason of such emergency, to provide emergency relief with respect to agricultural indebtedness, to provide for the orderly liquidation of joint-stock land banks, and of other purposes", approved May 12, 1933, is amended to read as follows:

"All coins and currencies of the United States (including [Due to the use of the word "including," other things may also be valid currency.] Federal Reserve notes and circulating notes of the Federal Reserve banks and national banking associations) heretofore or hereafter coined or issued, shall be legal tender [Just because other forms of payment are not listed does not exclude them from being valid forms of legal tender. You will notice that checks and credit cards are accepted but these instruments are not listed.] for all debts, public and private, public charges, taxes, duties, and dues, except that gold coins, when below the standard weight and limit of tolerance provided by law for the single piece, shall be legal tender only at valuation in proportion to their actual weight.'

Approved, June 5, 1933, 4:40 p.m. 31 U.S.C.A. 462, 463

House Joint Resolution 192, 73d Congress, Sess. I, Ch. 48, June 5, 1933 (Public Law No. 10)

One sample court case that ruled on the legality of HJR 192 was GUARANTY TRUST CO. OF NEW YORK v. HENWOOD, 307 US 247 (1939). This case held that HJR 192 was lawful. Some interesting excerpts are included below.

... Analysis of the terms of the Resolution discloses, first, the Congress declared certain types of contractual provisions against public policy in terms so broad as to include then existing contracts, as well as those thereafter to be made. In addition, future use of such proscribed provisions was expressly prohibited, whether actually contained in an obligation payable in money of the United States or separately 'made with respect thereto.' This proscription embraced 'every provision' purporting to give an obligee a right to require payment in (1) gold; (2) a particular kind of coin or currency of the United States; or (3) in an amount of United States money measured by gold or a particular kind of United States coin or currency.

... Congress – apparently to obviate any possible misunderstanding as to the breadth of its objective - ended, with studied precision, a catchall second sentence sweeping in 'every obligation', existing or future, 'payable in money of the United States', irrespective of whether or not any such provision is contained therein or made with respect thereto. 'The obligations hit at by Congress were those 'payable in money of the United States.' All such obligations were declared dischargeable 'upon payment, dollar for dollar, in any coin or currency (of the United States) which at the time of payment is legal tender for public and private debts.'

... That which the Joint Resolution made dischargeable was the debt - the monetary obligation to pay.

... Congress sought to outlaw all contractual provisions which require debtors, who have bound themselves to pay United States dollars, to pay a greater number of dollars than promised. The Resolution intended that debtors under obligation to pay dollars should not have their debts tied to any fixed value of particular money, but that their entire obligations should be measured by and tied to the actual number of dollars promised, dollar for dollar.

... The enacting part of the resolution proscribes 'every provision ... which purports to give the obligee a right to require payment in gold or a particular kind of coin or currency, or an amount in money of the United States measured thereby', and declares 'Every obligation, heretofore or hereafter incurred, whether or not any such provision is contained therein or made with respect thereto, shall be discharged upon payment, dollar for dollar, in any coin or currency which at the time of payment is legal tender ...' 'Obligation', it states, 'means an obligation ... payable in money of the United States'. Thus the resolution proclaims that it is aimed at gold clauses and declares, if language is to be taken in its plain and most

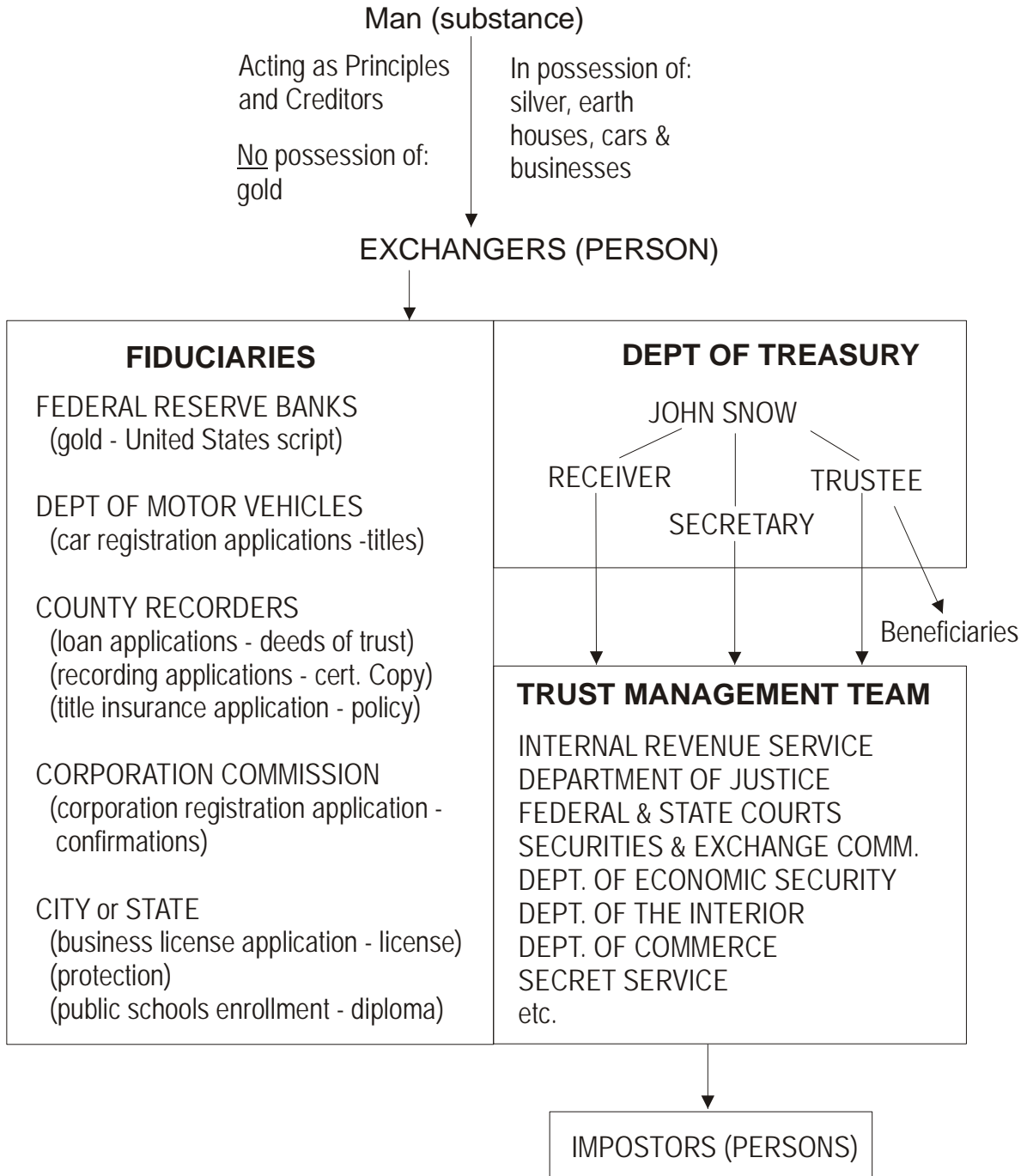
obvious sense, that provisions requiring payment in gold dollars or measured by gold are illegal and that every promise or obligation payable in money of the United States' shall be discharged 'dollar for dollar' in legal tender currency.

As a result of HJR 192, the people can no longer pay their debts. They have nothing of value to give in exchange for the goods and services they need. According to HJR 192, we can only discharge our debts. This was a huge change in our society. But very few people realized what had occurred.

The following diagram shows what happened when HJR 192 was passed. You will notice that some entities are inside a box. These are what we are calling "the public." Men contributed their gold and other assets and became beneficiaries of a public trust but "persons" are considered impostors. So knowing ones status when attempting to access the benefits of the trust is vital. Everything inside the box either serves as a fiduciary or a manager of the trust. The Secretary of the Treasury also serves as the trustee and the receiver of the U.S. bankruptcy. The person in this position is the only individual who can see both inside the box, the public, and outside the box.

EXEMPTION

Creator: UNITED STATES Congress
HJR 192, June 5, 1933



**He who has the gold, pays the bills
- OR -
provides an exemption!**

Title to Property

We have alluded to the fact that other items were donated to “the public” to serve as collateral for the U.S. bankruptcy. The quote from the congressional record indicates that “all the homes and other property of all the people in the Nation” would be mortgaged. Beginning in 1933 or earlier, a system was set up to accomplish this objective. To understand this concept, we will have to explore the meaning of the word “title.” To accomplish this, we will examine various kinds of title.

Title. Real Property Title. Title is the means whereby the owner of lands [or any other tangible assets such as a car] has the just possession of his property. The union of all the elements which constitute ownership. Full independent and fee ownership. The right to or ownership in land; also, the evidence of such ownership.... [Black’s Law Dictionary, 5th Edition]

Absolute title. As applied to title to land, an exclusive title, or at least a title which excludes all others not compatible with it. An absolute title to land cannot exist at the same time in different persons or in different governments. [This suggests that various aspects of title can be held by different parties.] See also Fee simple. [Black’s Law Dictionary, 5th Edition]

Fee simple. Absolute. A fee simple absolute estate limited absolutely to a man and his heirs and assigns forever without limitation or condition. An absolute or fee-simple estate is one in which the owner is entitled to the entire property, with unconditional power of disposition during his life, and descending to his heirs and legal representatives upon his death interstate. Such estate is unlimited as to duration, disposition, and descendibility. [Black’s Law Dictionary, 5th Edition]

A term which is very similar to “fee simple” is allodium.

Allodium. Land held absolutely in one’s own right, and not of any lord or superior; land not subject to feudal duties or burdens. An estate held by absolute ownership, without recognizing any superior to whom any duties is due on account thereof. [Black’s Law Dictionary, 5th Edition]

From the above definitions, we see that there are multiple “elements which constitute ownership.” Title can be divided into two distinct parts: “equitable title” and “legal title.”

Legal title. One cognizable or enforceable in a court of law, or on which is complete and perfect so far as regards the apparent right of ownership and possession, but which carries no beneficial interest in the property, another person being equitably entitled thereto; in either case, the antithesis of “equitable title.” ... [Black’s Law Dictionary, 5th Edition]

Equitable title. A right to the party to whom it belongs to have the legal title transferred to him; or the beneficial interest of one person whom equity regards as the real owner, although the legal title is vested in another. See also Equitable ownership. [Black’s Law Dictionary, 5th Edition]

Equitable ownership. The ownership interest of one who has equitable as contrasted with legal ownership of property as in the case of a trust beneficiary. Ownership rights which are protected in equity. See also Equitable interest. [Black’s Law Dictionary, 5th Edition]

Equitable interest. The interest of a beneficiary under a trust is considered equitable as contrasted with the interest of the trustee which is a legal interest because the trustee has legal as contrasted with equitable title. [Black’s Law Dictionary, 5th Edition]

The above definitions make it clear that the right to property is divided between equitable and legal title. The legal title portion is the “right of ... possession but which carries no beneficial interest in the property”. The equitable title portion carries the beneficial interest portion of the title. Based upon these definitions, we would suggest that when we buy property we are only given the legal title and therefore only have the right of possession. This means when we buy land and a house we can live on the land and in the house. But we suggest that the county where it exists and is registered acts as the trustee to hold the equitable title, or beneficial interest, for the beneficiaries (the people). The county is the trustee over the equitable interest and we pay trustee fees to the county in the form of property taxes. One who holds property as fee simple or in allodium would pay no property taxes. In the early 1900s, virtually all property was held in allodium and no property taxes were paid.

We would suggest that these same principles of title apply to virtually all other things of value. We hold the right of possession and the government at some level (county, state, federal) acts as trustee to hold the equitable interest. In the article about the straw man, we saw that your birth certificate is registered when you are born. This means the government holds title to your straw man’s name. When you get married, you get a marriage license that is registered with the state. Some have suggested that this gives the state trusteeship over the equitable interest in the fruit of the marriage, the children. That is why the state, through child protective services, can take your children whenever they deem it appropriate. When you buy a car, the title is registered to the state. We pay trustee fees to the state every year in the form of license plate fees.

So we see that the government, as trustees, holds equitable interest in your (forefather’s) gold, your home, your children, and your cars. This leads us to ask a critical question. What were we given in exchange for all of these assets? Our parents, grandparents or great grand parents were given paper money for their gold but this was not an exchange. The gold had real value but the paper money was worthless. The government needed the gold and your other assets as collateral against their bankruptcy. But what have we, the people, been given in exchange for all of these things? We were certainly due something of substance.

We would suggest that we, the people, have been placed in the position of being the creditors to the government. We are owed a huge debt because the government has used our property and substance to help with their bankruptcy. We have been duped into believing that we are responsible to repay the national debt. But we have, in fact, been the surety for the debt. The following quote sheds some light on the idea of a debtor.

[Debtors are also principles and surety; the principal debtor is bound as between him and his surety to pay the whole debt, and if the surety pay it, he will be entitled to recover against the principal. \[Bouvier’s Law Dictionary 1856\]](#)

This quote indicates that there is a difference between the principal debtor (the government) and the surety (the people). It plainly says the principal debtor is responsible to pay back the debt. But if we, as the surety, do pay the debt, the surety is entitled to recover the cost from the debtor. We have been paying the debt with our property, our labor and our taxes. We are owed a great deal.

Another way of looking at our monetary system is to say that everything in our society is pre-paid. All money is backed by the people and their property. Without us, there would be no

money in our current system. Everything in society has been paid for at the manufacturing level with the money that was created from us and our property. Therefore, everything in existence in our society is an extension of what we are owed and therefore everything is pre-paid by us and for us.

How much are we owed for all that we have given? One way to answer this is to see how much “money” was created from each of us. One person tried to find the answer to this question by sending a FOIA (Freedom of Information Act) request. This person asked how much money had been created from his/her social security number. A letter was returned explaining that the government could not provide a full list of the Federal Reserve Notes that had been created from the social security number unless the person was willing to send them \$2800, at 10¢/page, to provide a copying cost. This means there were a total of 28,000 pages. A few pages were attached to the letter that listed Federal Reserve Note serial numbers and value of each note. Based upon this information, let’s see if we can create a model to estimate the amount of money this 28,000 pages would represent. Let’s assume that each page contained two columns of note numbers and denominations and that there were two columns per page, a total of 60 notes per page. Let’s further assume there is an even distribution of the following note denominations evenly distributed across all the pages: \$1, \$5, \$10, \$20, \$50, and \$100. This would mean that 280,000 notes of each denomination would be listed. These assumptions would yield a total of \$52,080,000. This is just an estimate, but it should give you some idea that the government has created an enormous amount of money from each of us.

The Exemption – What We Are Owed

What do we get in exchange for all that has been created from us? We would suggest that what the people are owed is manifest in two ways: the people are beneficiaries in the trust and the people have been given an exemption. In the broadest terms, we call what is owed us an exemption.

[Exemption. Freedom from a general duty or service; immunity from a general burden, tax or charge. Immunity from certain legal obligations ... \[Blacks Law Dictionary 5th Edition\]](#)

We have been given an exemption from having to pay our debts. We now have the ability to discharge our debts. Do you suppose there is a way to use this exemption to discharge our debts by accessing what is owed to us and held in trust? We believe this is quite possible.

To begin to understand how we might access this exemption, we need to look at various forms of payment. We already know that that “all coins and currencies of the United States (including Federal Reserve notes ...) ... shall be legal tender.” But it appears that there are other forms of payment which are also valid that are not included in those listed above. A quote from the Uniform Commercial Code (UCC) will illustrate this point

[§ 2.304. Price Payable in Money, Goods, Realty, or Otherwise](#)

[\(a\) The price can be made payable in money or otherwise. If it is payable in whole or in part in goods each party is a seller of the goods which he is to transfer.](#)

This quote makes it clear that we may discharge our debts in something other than money, goods, or realty. What could this mean? A quote from a Federal Reserve publication will shed some light on this question.

Modern monetary systems have a fiat base – literally money by decree – with depository institutions, acting as fiduciaries, creating obligations against themselves with the fiat base acting in part as reserves. The decree appears on the currency notes: “This note is legal tender for all debts, public and private.” While no individual could refuse to accept such money for debt repayment, exchange contracts could easily be composed to thwart its use in everyday commerce. However, a forceful explanation as to why money is accepted is that the federal government requires it as payment for tax liabilities. Anticipation of the need to clear this debt creates a demand for the pure fiat dollar. [“Money, Credit and Velocity,” Review, May, 1982, Vol. 64. No. 5, Federal Reserve Bank of St. Louis, p. 25]

The Federal Reserve is saying that the people could easily replace the use of Federal Reserve Notes in daily life by using exchange contracts. This is amazing news. It means that we can use exchange contracts to discharge our debts. We will leave the discussion of what an exchange contract is and how it might be used for another essay.

For now, let’s turn our attention to what we currently use for money or call money, Federal Reserve Notes. What is a note?

Note. An instrument containing an express and absolute promise of signer (i.e. maker) to pay to a specified person or order, or bearer, a definite sum of money at a specified time... [Black’s Law Dictionary 5th Edition]

So a note is a promise to pay. The definition says that the note must be signed. If you look at a FRN you will notice there are two signatures (two witnesses) promising to pay, the Treasurer of the United States and the Secretary of the Treasury. So a FRN is a pledge on the part of the government to pay a debt. This means that an FRN is a liability and not an asset. It means that every FRN, currency, that is in circulation is actually a liability.

Accounting

If our currency is a liability, then there must also be some assets to balance the books. So it is apparent that we need to understand some basic accounting. First, let’s first see how accounting and account are defined.

Accounting. An act or system of making up or settling accounts; a statement of account, or a debit and credit in financial transaction... Rendition of an account, either voluntarily or by order of a court. In the latter case, it imports a rendition of a judgment from the balance ascertained to be due. the term may include payment of the amount due... Major accounting methods are the cash basis and the accrual basis. [Black’s Law Dictionary 5th Edition]

Account. A detailed statement of the mutual demands in the nature of debit and credit between parties, arising out of contract or some fiduciary relation. A statement in writing, of debits and credits, or of receipts and payments; a list of items of debits and credits, with their respective dates. ... Any account with a bank; including a checking, time, interest or saving account. ... Account means any right to payment for goods sold or leased or for services rendered which is not evidenced by an instrument or chattel paper, whether or not it has been earned by performance... [Black’s Law Dictionary 5th Edition]

These definitions suggests that an account is something to keep track of debits and credits and accounting would be the practice of keeping track of debits and credits. Accounts are only needed when payment of goods and services are not made in full at the time of purchase. When you buy something on credit (house, credit card, car), an account is established to keep track of how much you owe. You open a checking account when you no longer want to pay for everything with cash. The checking account allows the bank to keep track of how much “money” you have. Black’s 7th edition lists a number of different kinds of accounts, but for our purposes, there are three that are particularly interesting.

[closed account. An account that no further credits or debits may be added to but that remains open for adjustment and setoff. \[Black’s Law Dictionary, 7th Edition\]](#)

[offset account. One of two accounts that balance against each other and cancel each other out when the books are closed. \[Black’s Law Dictionary, 7th Edition\]](#)

[open account. 1. An unpaid or unsettled account. 2. An account that is left open for ongoing debit and credit entries and that has a fluctuating balance until each party finds it convenient to settle and close... \[Black’s Law Dictionary, 7th Edition\]](#)

From these definitions it becomes clear that so long as there is still activity occurring, an account remains open but once all public activity (debit and credit) has ceased, the account is closed. When you make the final payment on a loan, the account is closed. When you no longer need a checking account, you withdrawal all the funds and close it. But a closed account remains open for two types of transactions, adjustments and setoffs. The idea of an offset account suggests that when two parties owe one another, setoffs can be used to cancel out opposing debts. The definition of setoff will give us another clue on how to use our exemption.

[setoff. ... 2. A debtor’s right to reduce the amount of a debt by any sum the creditor owes the debtor; the counterbalancing sum owed by the creditor. ... Set-off signifies the subtraction or taking away of one demand from another opposite or cross demand, so as to distinguish the smaller demand and reduce the greater by the amount of the less... \[Black’s Law Dictionary, 7th Edition\]](#)

It appears that if two parties owe one another opposing sums, a portion of the larger debt can be discharged by the amount of the smaller debt. The one who is owed the larger amount is called the creditor and the one who owes the smaller amount is the debtor. We have already seen that we are the creditor over the government, who is the debtor, and that it owes us vast sums. Since we are the creditor, it would appear that there should be some method of using what the government owes us to setoff what we owe to other creditors. We have already been introduced to the concept of a bill of exchange. Various people and groups have researched how a bill of exchange and other instruments might be used to access our exemption in order to discharge our debts. They have discovered that these instruments can be effective.

Our goal is to eventually discover how a man can use bills of exchange or other instruments to discharge all of his debts. The implications of such a discovery would be staggering. It would mean complete financial freedom for those who discover and learn to apply these principles.

It is beyond the scope of this essay to cover the exact mechanisms for using these instruments to discharge debts. Our purpose here was to demonstrate that “We the People” are the creditors and that the government owes us a huge debt which we call our exemption. Another essay will cover

exactly how to gain control over our straw man and then when can see the mechanics of how to use our exemption.

Spiritual Applications

There is only one additional topic that we need to cover. This topic is only of interest to those of you who are spiritual and specifically those who are Christians. For these, we want to conclude this essay with a spiritual view of the material that we have covered.

In chapter 2 of Genesis, we see a picture of an ideal existence where man lived in harmony with the Creator, God. In this setting, all of man's needs were met. Adam had an abundance of food (Gen. 2:8-9). God had told Adam that he could eat of any tree in garden except the tree that was in the midst of the garden, the tree of the knowledge of good and evil (Gen 2:16-17). Adam did not have to work to make a living, there was not sickness, no disease, no death, no debt, and no taxes. There was not money because there was not debt and there was no accounting system since there was no debt. All was right with the world.

Then Adam disobeyed God and sinned (Gen. 3:1-6). At this point, Adam and Eve recognized that they were naked (v.7). God covered their nakedness with skins of animals (v.21). This was not done without the shedding of blood, which gives us a clue into God's economy. This introduced the first debt into the world. God had already told Adam that if he ate of that one tree that he would die. So Adam owed God his life. Adam's sin disrupted the perfect fellowship he had enjoyed with God. The sin also disrupted the complete provision for his need that he had enjoyed. Adam was told that he would have to work (by the sweat of his brow) to meet his own needs (v.17-19). He was also removed from the provision and abundance of the garden (v.23-24).

As we reflect on these events, we see that mankind owed God the first debt. Adam's sin was the first debt that existed on earth. By extension, this means that all debt that exists derives from this debt to God. God is the original creditor and all men are debtors under him. One of the great themes in the scriptures is the payment of this debt.

As the story of God's relationship with man unfolds in the Old Testament, we see that God had an economy for the payment of debt that man owed him. God required the blood of animals to pay for sin. We get an early glimpse of this in Gen. 4:3-5 in the offering of Abel and Cain. Abel's offering of blood was acceptable to God but Cain's offering of fruit was not acceptable. Later in Genesis, we see that Abraham offered a ram to God (Gen. 22:13). Then in Leviticus the understanding of God's economy for the payment of sins becomes very clear. In Leviticus 4:1-35, detailed instructions are given about how the blood of animals would atone for sins. But Leviticus makes it clear that the blood of animals was only a temporary payment for sins. A single offering of blood would not atone for all future sin. Offering of blood had to be repeated often to cover new sin.

But God had a better plan in mind. God's plan from the beginning of creation was to buy mankind back from his debt of sin. He had planned to offer the blood of His own son to redeem (buy us back) from sin (1 Peter 1:19-20). The blood of Jesus, was a payment that was far superior to the blood of animals. Jesus only had to offer up his blood once for all time (Heb 7:27;

9:11-14; 10:10-12). Jesus has paid all the debt (for all of our past sin and for any sin that we have yet to commit) that each of us owed to the Father. For those who accept the sacrifice of Jesus, all of your past debts to God are paid and all of your future debts to God are pre-paid. Not just spiritual debts but economic as well. Remember that God was the original creditor and that all debt was owed to Him. When the Father was paid in full by the sacrifice of the Son, all debts were paid for those who accept the sacrifice of Jesus on their behalf.

Those who are in Christ have returned to a place of perfected fellowship with the Father. Jesus promises us that if we seek first His kingdom and His righteousness that all of our needs would be met (Matt. 6:32-33). He also promised that He came so that we may have and enjoy life in abundance (John 10:10). Though Jesus was rich in heaven, yet for our sakes He became poor on earth so that through His poverty we might become rich (2 Cor. 8:9). The Father has promised to supply all that we need through to the riches of glory, which are in Christ Jesus (Phil. 4:19). Jesus said to John that the “sons are exempt” (Matt 17:24-27), which reminds us of our exemption. These verses do not remind us of lack but of plenty and abundance. These promises are not for the sweet by and by when we get to heaven. They are for here and now while we are on this earth. It is my firm conviction that the death of Christ has spiritually placed us back into the Garden of Eden with the Father. All of our needs are met and we have an abundance to share with others.

The sacrifice of Jesus is the spiritual foundation of the earthly reality of the exemption. Jesus has paid all our debts. In fact, our debts are pre-paid. He supplies everything we need. We appropriate this provision and bounty by accepting the gift He offers us. This means that the exemption is a physical reflection of a spiritual reality. It also suggests that the exemption may well be God’s provision to accomplish in the physical realm what Christ accomplished in the spiritual realm.

At this point we should explore bondage at a national level. In the Old Testament, we see multiple examples of a period of bondage lasting 70 years. The bondage was at a national level for rebelling against God. For example, the Israelites were in bondage in Egypt for three sets of 70 years, or 210 years. There was another period of bondage for Israel in Babylon. This one also lasted for 70 years (Jer. 25:11). Daniel, the prophet, read the law and found that the people were supposed to be coming out of captivity. He prayed about it and God sent an angel who told him he was right. When the 70 years in Babylon were fulfilled and the Jews were free, only a handful chose to leave captivity. Those wanted to be free understood and applied the law and chose freedom.

A more recent example of 70 years of bondage can be seen in Russia which was enslaved to communism in 1917. Seventy years later, in 1987, the communist block in Europe fell apart. You cannot keep a nation in compelled servitude longer than 70 years. Everyone in the Soviet Union did not leave slavery.

We, in this country, have also been in a period of bondage for 70 years. I believe this bondage began no later than March 9, 1933, when Congress passed the emergency banking legislation and later took the gold away. We are now in a time where we too can choose to be free. You can choose to embrace freedom principles and walk away from bondage. The choice is yours. I pray that you will choose wisely.

If you choose to be financially free, then we should also talk about the fact that freedom is found in Jesus. The scriptures tell us that where the Spirit of the Lord is there is freedom (2 Cor. 3:17). It also tells us to no longer take on the yoke of (economic) slavery (Gal. 5:1). It further instructs us not to turn our freedom into an opportunity for the flesh but rather to serve our brothers (Gal. 5:13). The Apostle Peter warns us to not use our freedom for evil but to continue as bondservants of Christ. These scriptures lead us to some questions which I will ask you to prayerfully consider.

If we can successfully use our exemption to discharge all of debts, then we have no need to work to earn a living. If that were true, then why should we work? The scripture is very clear about the need to work. The Old Testament says that man is under a curse because of our sin and that we must work to eat (Gen 3:17-19). I believe that Jesus fully satisfied the requirement of the law under the old covenant. However, the New Testament (the covenant for those who are in Christ) says that if a man does not work he should not eat (2 Thess. 3:10). I believe that even under the new covenant that we are commanded to work. But that leaves the question of what kind of work. There are two kinds of work: work you do to be paid and work you do to serve others. If there is no need to work to be paid, since all of your needs can be met through the exemption, then we are free to work to serve others.

What kind of service should we render to our brothers? What would you do with your life if you did not have to worry about earning money to support yourself and your family? What interests and desires has God placed within your heart? I believe God has created each one of us with unique gifts, abilities and interests. I believe that we will be most fulfilled when we are doing the thing for which we were created. I would encourage you to begin a journey of discovery with God to learn what He has placed within you. Ask the Lord to show you what you are to do with your life and your time to serve Him and others.

Further Study

We have not covered the exact mechanism of how to use a bill of exchange to discharge a debt nor what must be done to get into a position to be able to issue a bill of exchange. The next article that should be reviewed is entitled Redemption, which covers how to regain control of your straw man. Then you should study the article, Using Your Exemption.

Using Your Exemption

by Moses G. Washington

Disclaimer

The material in this essay is for educational purposes **only** and not to be construed as legal advice about what you should or should not do. The information herein is to assist you in performing your own due diligence before implementing any strategy. Formal notice is hereby given that:

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Introduction

The Exemption essay discussed the concept of having an exemption from having to “pay” for anything because there is no money of substance with which to “pay”. The exemption can also be thought of as an accounting of what the government owes us for everything they have taken from our parents and us without giving valuable consideration in return. That essay did not, however, discuss how to use or access the exemption. This essay will discuss how one might be able to use the exemption to discharge debt. The implications of discovering how to use the exemption would be staggering. It would mean the ability to get out from under the debt that is crushing so many people.

You could say that the current economic system has been set up for our benefit, to repay us as the beneficiaries of the trust (The Exemption essay introduced the concept of the trust). Our goal is to determine how to effectively use this system without destroying it.

There have been many kinds of instruments (i.e., checks on closed bank accounts, banker's acceptance and sight drafts) that people have tried to use to access the exemption. Many of these have not been successful, and some have even gone to jail because of their use. That's not to say that the instruments are morally wrong. It is quite possible that the people who went to jail just didn't know what they were doing. I suspect that the reason these instruments got people in trouble is because they attempted to use some aspect of the private Federal Reserve system, such as bank routing numbers or account numbers. Those kinds of instruments will not be discussed further here since so many negative stories have been heard about them.

We will focus our discussion on two kinds of instruments: bills of exchange (BOEs) and bonds. When referring to these as a group, they will be called “instruments”.

There Is No Money

Before we get into the main topic, I want to say a bit about money. I take the position that there is no “money” or at least no money of substance in our current economic system. You may disagree with this position and there is certainly room for debate. But, for the sake of clarity, I will elaborate why I feel my position is has some merit.

One definition of money is a “medium of exchange”. If you want to use this definition, then I would have to say that there is money in our economic system. We certainly do exchange money or Federal Reserve Notes (FRNs) to get the goods and services that we need. But this definition begins to reveal the problem with what we call “money”.

The word “exchange’ means a situation in which equal value is given between two parties. If there is money of substance, then an exchange can take place. By “money of substance”, I mean something that has intrinsic value of its own, such as gold and silver.

Let me illustrate this concept of an exchange. Let’s say it is 1900 and you own a clothing store. You are selling men’s suits for \$20. If someone were to give you a \$20 gold piece for a suit, an exchange would have taken place. Both the suit and gold have intrinsic value so both parties received equal value.

Now, let’s update the story to modern times. You have a clothing store and are selling a suit for \$300. Someone comes in and give you \$300 in FRNs. A FRN is a note. But w hat is a note?

[Note. An instrument containing an express and absolute promise of signer \(i.e. maker\) to pay to a specified person or order, or bearer, a definite sum of money at a specified time... \[Black’s Law Dictionary 5th Edition\]](#)

So, a note is a promise to pay at some future date. It is a debt instrument. An FRN is a pledge on the part of the government to pay a debt. This means that every FRN in circulation is actually a liability of the federal government. It might appear to be an asset to the one holding it, but it just means the government will pay off the debt some day when there is substance. FRNs are backed by the “full faith and credit” of the UNITED STATES. But where is the government going to get assets to pay off all these liabilities? The government is an artificial entity that has no source of wealth on it its own. The only source the government has is “We the People”. The natural resources of the earth are the source all wealth. But, without people, natural resources have no value. Gold, silver, oil, coal, platinum, diamonds, timber, livestock, and crops are all products of the earth. None of these have any value until people put their ideas and labor into converting the raw materials into something of greater value. So, in one sense, FRNs are only as good as the willingness of the businesses and people to accept them.

Now back to the clothing store illustration. Did the storeowner get anything of intrinsic value when he received the \$300 in FRNs? No! The FRN is just paper with no intrusive value. The owner got a promise for payment at some point in the future by the government. No one can determine when the promise of payment might be fulfilled. Since the FRN is a debt instrument, the debt for the purchase of the suit was not paid. You can’t pay a debt with a debt; can you? I don’t think so. All you can do with an FRN is discharge a debt.

While we are talking about money, we also need to discuss the concept of credit. Credit is the ability of a person to borrow “money” or obtain goods on time based upon the perception that the debt will be repaid in the future. All people possess the potential of virtually unlimited credit because all people have the potential to pay back a virtually unlimited amount of debt. A man, through his own labor, might be able to make a sizable fortune by panning for or mining gold or any other business venture. In the same way, an inventive man’s ideas might create a vast fortune. Rather than laboring for gold, a man might invent machines and processes that could mine vast quantities of gold from the earth.

If the labor or ideas of people can create a vast amount of wealth, then it could reasonably be said that people have unlimited amount of credit. This unlimited credit does not apply to just special people. It applies to everyone. No one can predict who might be the next person to come up with a idea, invention, song, book, theory or whatever that might make a huge fortune.

This concept of unlimited credit does not hold true for artificial entities, like corporations and governments. Artificial entities are not alive and cannot produce one product or idea except through the efforts of people. If a banker is willing to give a corporation a large amount of credit, it is only because the banker is convinced that the corporation has organized their people in such a way that they can create the amount of wealth necessary to repay the debt. In fact, one could say that artificial entities can only create debt. It takes no creative power to create debt. It does, however, take creative power to repay debt.

When a company issues a person credit, is the company really risking any of its own resources to give the credit? Research has led me to the conclusion that the answer is no! A careful study of *Modern Money Mechanics*, a publication of the Federal Reserve Bank of Chicago, makes it clear that banks don’t have any money of their own to lend and are forbidden from lending their depositors’ “money” when they issue you credit. What they do is exchange (an even swap of value) your promise to pay for credit in an account, FRNs, that you can use to buy goods and services. Since there was an even exchange, you don’t owe them anything. They got the note, (your promise to pay) as an asset and you got FRNs in an account that you could spend. Since they didn’t loan you anything in the first place, the idea of calling them a creditor seems misleading. So when we use the term “creditor” in this essay, we will put it in quotes to remind you that they didn’t loan you anything other than your own credit. We, the living souls, are the real ultimate creditors because it is only through our labor and ideas that any wealth is created. What we have always called “creditors” in the past are really just fictional organizations (“persons” created by the government) to whom we issue some of our own credit.

So, to summarize the points that have been made here, the only kind of “money” in our economic system is credit or promises to pay. When you use a credit card, you are using credit which is a promise to pay. When you write a check, you are promising that your bank will honor it and transfer credits from your account to the account of the party to whom you wrote the check. When you give FRNs for goods and services, you are giving a promise to pay made by the federal government. So, all we really have is a promise to pay. There is no lawful money of substance in our economy.

Setoff

Since all we have is promises to pay, that means you can never actually pay for anything. The word “pay” implies an exchange of equal value. Since there is no substance backing up our FRNs, you can’t pay for anything. All you can do is discharge the debt.

If it is true that we can’t pay for anything, then how can a BoE or bond discharge a debt? It is done with setoffs.

setoff. ... 2. A debtor’s right to reduce the amount of a debt by any sum the creditor owes the debtor; the counterbalancing sum owed by the creditor. ... Set-off signifies the subtraction or taking away of one demand from another opposite or cross demand, so as to distinguish the smaller demand and reduce the greater by the amount of the less... [Black’s Law Dictionary, 7th Edition]

When we issue one of the instruments we are discussing, bookkeeping entries should be made to reduce the amount of money owed to our “creditor”. Let’s use an example to clarify this “ledgering”. Let’s say that Bill obtained a \$100,000 loan from Corey, and Corey got \$1,000 loan from Adam. The three balance sheets shown below reflect the initial situation.

Adam		Bill		Corey	
Asset	Liability	Asset	Liability	Asset	Liability
1,000 receivable from Corey	1,000 paid Corey cash	100,000 cash from Corey	100,000 owe Corey	100,000 receivable from Bill	100,000 paid Bill cash
				1,000 cash	1,000 owe Adam

Now, let’s say that Corey wants to discharge his debt to Adam by using a draft. A draft is a three-party instrument where party A (drawer), asks party B (drawee) to pay party C (payee). So, in our example, Corey (drawer) is going to issue a \$1,000 draft where Bill (drawee) is instructed to pay \$1,000 to Adam (payee). In essence, the draft would cause setoff transactions in the balance sheet of Adam, Bill and Corey. No real “money” needs to trade hands to accomplish the discharge of the debt. The balance sheets below show the result for each person.

Adam		Bill		Corey	
Asset	Liability	Asset	Liability	Asset	Liability
0	0	99,000 cash	99,000 owe Corey	99,000 receivable from Bill	99,000 paid Bill cash

Now, let’s change the names of the players. Let’s say that Adam is one of your “creditors”, Bill is the federal government, and Corey is you. The amount of debt owed by the federal government is very large because of your exemption. The same concept applies with this new scenario. The government and your creditor could do setoff transactions to remove your debt. The actual mechanism would be somewhat more complicated because the creditor’s bank would get involved, but the principles and ledgering entries are the same.

When we use a BoE or a bond, we are asking the government to discharge our debt for us out of the “money” that they owe us (exemption). The payee for these transactions would be the

Secretary of the Treasury, who is also the trustee for the U.S. bankruptcy. As such, he is responsible for distributing all funds, just like any other trustee in a bankruptcy proceeding. So, we ask him to be our banker and discharge our debts for us. This is what HJR 192 of June 5, 1933 says the government will do: The government will discharge our debts “dollar for dollar”.

Other than FRNs, most of “money” that flows in our economy is just bookkeeping entries or digits in various computers. When debts are discharged, no real money flows. The only thing that happens is that bookkeeping entries are made on various computer systems. When you write a check to a merchant, eventually the merchant’s checking account will be credited with the amount of the check, and your checking account will be debited with the same amount. When you use a debit card, the same thing happens. The only thing that is different is that no check is written; it’s all done electronically.

Debts That Can Be Discharged

Now we’ll describe what kinds of debts can be discharged with these instruments. BoEs and bonds can only be used to discharge public debts - not private debts. But what is public debt and what is a private debt? I define private debt as debt between two living souls (man to man, man to woman, etc) and public as debt to any legal fiction or any entity created by or authorized by the government. This means the “public” would include any government entity (municipal corporation), any corporation (S Corp or C Corp), limited liability company or partnership, statutory trust, partnerships or DBA (doing business as). All “public” entities have made application and received permission to exist.

In order to discharge a public debt, there would have to be a charging instrument or a bill itemizing the debt. The charging instrument would show how much was owed and to whom it was owed. The charging instrument could be a regular monthly bill or it could be a pay-off statement. You can only discharge the amount found on the charging instrument, nothing more. That means you can’t write an instrument for \$2000 when only \$1000 was owed and expect to get a refund of \$1000 in cash. This also means that you can’t do a charitable donation with one of these instruments since there is no debt owed and no charging instrument. If you want to give to charity, it will have to be by some means such as using a credit card or taking a cash advance on a credit card or getting them to bill you for a pledge.

At this point, it appears that the easiest and most successful type of public debt to discharge is unsecured debt. This would include any debt in which the “creditor” or claimant (the one making the claim you owe them money) does not have any collateral. Perhaps the best example of this kind of debt would be credit card debt.

You can use your exemption to discharge the debts of others. There is nothing to prevent you from paying a bill for someone using your check or credit card. So the same rules apply to using your exemption to discharge the public debt of another man, woman or a charitable organization. However, I would suggest that you not attempt to discharge the debt of others. The reason I take this position is that the person whose debt you are discharging probably does not have the knowledge to handle any difficulties that may arise from your actions, so they will then have to rely on you to fix the problem. There are some things you simply cannot do for someone else.

They will just have to do it themselves. So, I believe it is better to not even attempt to discharge the debts of others.

Some have wondered if there is a mechanism to simply “withdraw” all the “money” the government owes you. At this point, I do not believe that such a mechanism exists. The reason is that, according to HJR 192 of June 5, 1933, the government will discharge the debts “dollar for dollar”. HJR 192 doesn’t say anything about “withdrawing” funds. I also believe it would be ill advised for people to “withdraw” all their funds even if it were possible. When you discharge a debt with your exemption, you actually remove money from circulation because the debt is a liability that is offset by the asset of your exemption. So, if everyone were able to “withdraw” their full exemption at one time, there would be no FRN’s left in circulation. All of the economic collapses in our nation’s history, prior to 1920, can be directly traced to a shortage in the amount of money in circulation. If everyone were to “withdraw” their “money”, it would lead to massive economic upheaval and chaos in our society.

Debts That Cannot Be Discharged

Private debt, between two living souls, cannot be discharged using these instruments and it is ill-advised to attempt to use these instruments on debt secured by collateral. The best example of this kind of debt is a car loan. If you were to discharge a car loan using these instruments, the “creditor” would probably eventually have the car repossessed. Even though it would technically be stealing the car, if you were to call the police about the theft of the car, they would likely say it is a civil matter. This is just a way of saying they aren’t going to get involved.

Direct purchases also cannot be made with these instruments. You cannot just walk into a store and offer an instrument to obtain what you want. HJR 192 just says debts will be discharged dollar for dollar; it doesn’t say anything about buying goods. Many people have tried to use one of these instruments to buy expensive items like cars and houses, and many have heard the stories about those people being arrested and going to prison. This does not mean that it is impossible to use these instruments to buy items or that the instruments are not valid. It may mean that the people who tried to use them in this way didn’t know what they were doing and therefore got themselves in trouble. So at this point, I would simply suggest that you not try to use these instruments to buy products. For now, it would appear to be a better strategy to charge items on a credit card and then discharge the credit card with an instrument.

Some Words of Caution

It is recommend that if you want to try to utilize these instruments, go slowly. Try using these instruments on debt that you already have and may be having trouble paying off. You won’t have much to lose by trying these techniques on existing, unsecured debt.

It is also suggested that you not issue very many of these instruments within a short period of time. Again, take it slowly. Learn what you are doing. Try issuing just one of two and see how the “creditors” respond. Dealing with creditor who may not like your instrument (more on this later) can be very time consuming and emotionally draining. I have heard of people, who were in serious financial trouble, who issued a dozen instruments within a few weeks and quickly

became overwhelmed just dealing with paperwork of all the creditors. Even if you are in very serious financial trouble, go slowly and tread softly.

It would definitely be a bad policy to go out and create a lot of new debt or attempt to buy everything you ever wanted using these techniques. Prove the concept to as workable for yourself first. It would be a real tragedy to create a lot of new debt that you might not be able to “pay” (or discharge) if you can’t make the concepts work. This is also a philosophical issue that stems from my belief system. There is a fine distinction between what you want and what you need. The human heart or spirit (depending upon the terms you use) can be very deceptive. We can easily convince ourselves that we need a 6,000 square foot house when the needs of our family could easily be met by a 2,000 square foot house. Examine your motives when you want to use these instruments. I believe it is all right to get the things you need to survive; but, when you start trying to get all the things you simply want, you can damage to your own spiritual well-being.

The Right Mind Set

Many people have successfully used these instrument to discharge debts, but that doesn’t mean that you will be able to achieve the same results. The outcome you achieve depends largely upon you. In order for any remedy to work, you need more than information, you need understanding, which only you can provide. It is not enough to merely use the information. You must understand what you are doing and why you are doing it. You must provide the understanding, determination, persistence and courage to apply the information correctly. In other words, you must have the personal character necessary to make any solution work. You must “own” (internalize) the knowledge and be able to effectively use and apply it to be truly successful.

So, how can you develop your own understanding and character? Only you can answer that question. Each person must follow their own path to develop understanding and character. I would propose you undertake this journey with a long-term commitment to honesty, truth, integrity and justice. These are matters of the heart and/or spirit. The heart can easily be deceived by selfish desires. So, I recommend that you use something other than your own wishes as the plumb line by which you judge your heart. I propose that you use the Bible for this purpose (although you may be more comfortable with some other standard). I would also advocate that you find others with a similar belief system whom you give permission to ask the tough, probing questions about your motives and intent, to help guard you against self-deception. You must guard against a desire for quick personal advantage or getting something for nothing.

If you use the information provided here (and in greater detail elsewhere) and you lose in a given situation, this will not mean the war is over or that your efforts went unrewarded. The failed attempt may well be part of your journey toward the understanding and character that you will require to eventually win the war and gain greater personal freedom. Personal freedom is well worth fighting for, so be determined and not give up at the first setback or unexpected result.

Bill of Exchange

Now we will turn our attention to the bill of exchange. You might be wondering where people got the idea of using a bill of exchange. The idea came from a Federal Reserve publication.

Modern monetary systems have a fiat base – literally money by decree – with depository institutions, acting as fiduciaries, creating obligations against themselves with the fiat base acting in part as reserves. The decree appears on the currency notes: “This note is legal tender for all debts, public and private.” While no individual could refuse to accept such money for debt repayment, exchange contracts could easily be composed to thwart its use in everyday commerce. However, a forceful explanation as to why money is accepted is that the federal government requires it as payment for tax liabilities. Anticipation of the need to clear this debt creates a demand for the pure fiat dollar. [“Money, Credit and Velocity,” Review, May, 1982, Vol. 64. No. 5, Federal Reserve Bank of St. Louis, p. 25]

The Federal Reserve is saying that the people could easily replace the use of Federal Reserve Notes in daily life by using exchange contracts. This is very interesting idea. It means that we can use exchange contracts to discharge our debts. So what is an exchange contract? The legal dictionaries do not give a definition for “exchange contract.” So, let’s see what the words mean individually.

Contract. An agreement between two or more persons which creates an obligation to do or not to do a particular thing. Its essential are competent parties, subject matter, a legal consideration, mutuality of agreement, and mutuality of obligation. ... [Black’s Law Dictionary 5th Edition]

Exchange. To barter; to swap. To part with, give or transfer for an equivalent... [Black’s Law Dictionary 5th Edition]

exchange. ... 2. The payment of a debt using a bill of exchange or credit rather than money... [Black’s Law Dictionary 7th Edition]

Taking these two words together, it seems reasonable to conclude that an “exchange contract” is a contract in which equivalent value is transferred between two parties under the terms of a contract. *Black’s* 7th edition also indicates that an exchange can include a bill of exchange. So, what is a bill of exchange?

Bill of exchange. A three party instrument in which first party draws an order for the payment of a sum certain on a second party for payment to a third party at a definite future time. Same as “draft” under U.C.C. A check is a demand bill of exchange. See also Advance bill; Banker’s acceptance; Blank bill; Clean bill; Draft; Time bill. [Black’s Law Dictionary 5th Edition]

So a bill of exchange is also called a draft, but what is a draft?

Draft. A written order by the first party, called the drawer, instructing a second party, called the drawee (such as a bank), to pay a third party, call the payee. An order to pay a sum certain in money, signed by a drawer, payable on demand or at a definite time, and to order or bearer. ... An unconditional order drawn by a drawer on drawee to the order of the payee; same as a bill of exchange. U.C.C. § 3-104. See also Check; Documentary draft; Redraft; Sight draft; Trade acceptance. [Black’s Law Dictionary 5th Edition]

So, a bill of exchange is the same as a draft and a check is a demand bill of exchange. We are all familiar with a check, which is just a special form of a bill of exchange. It appears to be possible to use a bill of exchange to access what the government owes us: our exemption.

Before you can issue a BoE, there are several steps that should be completed. These include: copyrighting your straw man name as a trade name/trademark, signing a security agreement between you and your straw man, filing a UCC-1 with both your birth state and your state of residence, and establishing an account with Secretary of the Treasury. Each of these pieces is critical and they must be done in a specific order.

It appears that the straw man was created by the government. Therefore, based upon the principle that someone who creates an entity owns the entity, the government owns the straw man. It is not clear exactly what kind of entity the straw man is. Some have suggested that it is a trust while others say it is a corporation sole (a corporation of one). For our purposes, it does not matter. What does matter is that we must take control of the straw man, both its name and its finances and assets. We can take control without taking ownership.

By copyrighting your straw man's name as a trade name/trademark, you will take control of the use of the straw man's name, but not the entity. A common law copyright is the type of copyright we use for this purpose. You have the right to copyright the straw man's name because it was created from your true name, which is your full birth name printed in with upper and lower case characters, e.g. John Quincy Public. The names that you would copyright would include all spelling variations of your true name except the true name itself, e.g. JOHN QUINCY PUBLIC; john quincy public; JOHN Q. PUBLIC; John Q. Public; JOHN Q PUBLIC; John Q Public; JOHN PUBLIC; John Public; J. Q. PUBLIC; J. Q. Public; J Q PUBLIC; J Q Public; PUBLIC, JOHN QUINCY; Public, John Quincy; PUBLIC, JOHN Q.; Public, John Q.; PUBLIC, JOHN Q; Public, John Q. The true name itself can't be copyrighted. The copyright notice is either recorded with a county recorder in your state or published in a newspaper once a week for four weeks. The copyright name has to be established before you can file the UCC-1 because the filing is done using the copyrighted name as the debtor on the UCC-1.

Corporations and the government can only deal with legal fictions. So, all contracts and official records are in the straw man's name. Title to all property, bank accounts, stock accounts, licenses and permits, and everything else is all held in the straw man's name. Once the straw man's name has been copyrighted, you can create a security agreement. The security agreement is a contract between you, the living soul, and the straw man. This contract pledges everything that the straw man now owns or will ever own to you. This is reasonable because, without you, the living soul, the straw man would own nothing.

After the security agreement has been executed, you can file a UCC-1. In order for a UCC-1 filing to be legal, there must be an agreement between the parties. The security agreement is the contractual evidence upon which the UCC-1 filing is based. The UCC-1 filing is a public record of a lien that exists upon all the assets of the straw man to secure the debt the straw man owes you for your labor. The priority of this lien is based upon "first in time is first in line". This means the first lien filed has priority over all subsequent liens. Anyone who has a lien with lower priority can't get paid until the first priority lien holder is satisfied. Since you, the living soul, have a lien on everything the straw man will ever own, this effectively means that anyone else who files a lien after yours will never get paid. So, the UCC-1 can be a very powerful defense against all who would attack the finances of the straw man, including but not limited to IRS liens.

A UCC-1 should first be filed in the your birth state (if you were born in another country, it would be where you were naturalized) because that is where the straw man was created. Your birth certificate was recorded with the county recorder and, within 14 days, then sent to the State Department and monetized. A UCC-1 should also be filed in the state where you reside, if different from your birth state, and any state in which the straw man owns real property. The UCC-1 lists the copyrighted name as the debtor and the living soul's name as the secured party.

This allows you to differentiate between the straw man and the living soul. If the state where you file the UCC-1 thinks the debtor and the secured party are the same person or entity, the state will refuse to file the UCC-1. Some states are extremely difficult to file UCC-1's in. If that is the case, you may record within your UCC Region.

Once the UCC-1 is filed in the birth state, you can establish a personal UCC Contract Trust Account with the Secretary of the Treasury. This is accomplished by sending the Secretary a cover letter, an initial BoE, a copy of the UCC-1 from your birth state and other documents. The Secretary will send these documents to the UCC Department of the IRS. If all of these documents are properly prepared, the IRS UCC Department will establish the UCC Contract Trust Account; however, you will not receive any notification whether your documents were correct or even if the UCC Contract Trust Account is set up and operational. So, you must know what is required and take it upon yourself to correctly follow each step and have every detail perfected. The Secretary and the IRS won't help you. Only after the UCC Contract Trust Account has been established can you successfully issue BoEs. If you issue a BoE before the account is established, the Secretary will dishonor and refuse to do the ledgering for your BoE.

Obviously, there is a tremendous amount of detailed information about how to accomplish all of these steps that has not been covered here. All this detail and exactly how to prepare and issue a BoE is beyond the scope of this essay. But I would strongly advise that you not attempt to perform all of these steps without some help by someone who knows what they are doing. There is simply too much that can go wrong.

At this point, you are no doubt wondering what a BoE looks like. The next page contains a sample. Notice that there are several sections of text in **green ink**. These are variables that must be customized. When sending a BOE, the original charging instrument that has been accepted for value (A4V) must be included and it must be sent by certified mail. A copy of the entire package must also be sent to the Secretary of the Treasury so he will know that you have authorized the BoE.

The BoE package to the creditor must have attached the original presentment (bill) with an accepted for value wording written on it and signed. There are many variations of the A4V wording, but here is the wording that I recommend:

Non-Negotiable Non-Transferable Charge Back Office Holder - Secretary of
the Treasury I accept for value all related endorsements in accordance with
UCC 3-419, HJR 192 and Public Law 73-10. Charge my Private UCC
Contract Trust Account Employer Identification # <ein> for the registration
fees and command the memory of account #<ein> to charge the same to
the Debtor's Order, or your Order. Employer Identification # <ein> –
Bond # <bond-num> – Pre-Paid – Preferred Stock – Priority
Exempt from Levy – Posted: Certified Account
Invoice # _____ Date _____

\$<discharge-amt>

\$<discharge-amt>

BONDED BILL OF EXCHANGE ORDER
Bill of Acceptance – Time Draft - #<BOE-num>

NOT A SECURITY – NOT FOR DISCHARGE OF PUBLIC DEBT

<true-name>, Secured Party—Drawer
c/o <mail-street>
<mail-city-st-zip>

Date: <current-date>

To: Secretary of the Treasury, Department of the Treasury Bank – ABA Ledger #000000518

No later than 15 days after receipt, please Credit the account for <account-name> at <creditor-name>

<discharge-amt-text> ----- \$<discharge-amt>

Personal Treasury UCC Contract Trust Account # <ucc-contract-num>

The obligation of the Drawee (acceptor), Secretary of the Treasury, through the bailee (authorized agent) of Claimant’s financial institution, TTL Department, hereof arises out of the want of consideration for the pledge and by the redemption of the pledge under Public Resolution HJR-192, Public Law 73-10 and *Guaranty Trust Co. of NY v. Henwood et al*, 307 U.S. 247 (FN3), represented by the attached claim Accepted for Value and bearing the account number # <creditor-acct-num>.

This claim document Order complies with UCC 3-104, the terms of the original contract, hereby surrendered as said pledge is redeemed (discharged) by the drawer through the attached document by acceptance for value and exempted from levy. Federal regulations require Claimant’s financial institution to accept this bill, sign and present directly via Certified or Registered mail, Return Receipt to the Secretary of the Treasury — Department of the Treasury on Drawer’s UCC Contract Trust Account. Unless the original Negotiable Instrument is dishonored in writing within 15 days of receipt by the Secretary of the Treasury Claimant’s financial institution is to release the credit on hold to the payee (Claimant) within the time stipulated by Regulation “Z”, Truth in Lending Act or on the date designated, whichever is later. The amount of this accepted draft is to be ledgered by Claimant’s financial institution, TTL Department, to the designated account for the discharge of this claim (Regulation Z).

Bond # <bond-num>

These are Certified Funds.

NOTICE: The law relating to principal and agent applies.

by _____
Bailee’s signature (authorized bank TTL agent) w/o prejudice

Accepted at _____ (city), _____ (state) on _____ (date)

Document Copies filed with the DTB

Drawer, Secured Party-Creditor; Without Recourse

To be processed as a check – Do not present for collection

\$<discharge-amt> Bonded Negotiable Instrument - Void Where Prohibited By Law.

\$<discharge-amt>

There are rumors and reports that the FBI and/or the Secret Service are harassing those who use BoEs. There are also rumors that say the Federal Reserve or the Department of the Treasury is telling banks not honor BoEs. This would obviously affect to the ability of the “creditor” to process the BoE and thereby get “paid”. It is very difficult to substantiate these stories and to find out the details of what happened in each case. It is quite possible that the people who used the BoEs in these cases did something wrong in the process of establishing the UCC Contract Trust Account or made some other error. It is also possible that the stories are disinformation put out by “creditors” to discourage people from using the BoEs. In either case, you should carefully consider what you are doing before using BoEs.

At his point in time, I would recommend the use of bonds rather than BoEs. This is based upon complexity of the steps required before a BoE can be issued and the disturbing stories about BoE usage.

Bonds

If you look up “bond” in *Black’s*, you will find many definitions and many kinds of bonds. You are probably familiar with bonds such as government bonds, corporate bonds, junk bonds, municipal bonds, bail bonds, U.S. savings bonds and treasury bonds. The one thing all bonds have in common is that a bond is also a “promise to pay”. In this sense, a bond is very similar to a note. The kind of bond that will be discussed here does not have a maturity date or interest. Bonds are usually backed up by something like a mortgage on property. The bond that we will be discussing is backed by your exemption.

Since the bond is nothing more than a promise to pay, it should be a very safe instrument to use. There shouldn’t be any of the confusion that has resulted when other kinds of instruments have been used. Typical responses to other instruments include:

- It is a fraudulent instrument. – Anyone can make a promise to pay. If the bond is fraudulent then so is every note that anyone ever signed.
- It is using the banking system. – Many of the other instruments that have been issued in an attempt to access the exemption have used the banking system numbers such as a bank routing number or an account number. The private Federal Reserve System controls everything in the banking system. We don’t have any authority to use their system without their permission. The bond doesn’t use anything from the banking system.
- You can’t just create money out of thin air. – The government has licensed the banking cartel, called the Federal Reserve Systems, to create money out of thin air. They don’t think anyone else has the right to do this. But the money they create is on the liability or debt side of the ledger. The bond is on the asset side of the ledge because it is backed by real assets (all of the property they are holding for us in trust). Many of the instruments that people have tried to use are on the on the liability side, and this could be the reason they have cause trouble.

One of the reasons that the bond seems to be such a powerful concept is because a great deal of what goes on in this country is backed up by bonds. Government bonds (U.S. savings bonds, treasury bonds) are the instruments that back Federal Reserve Notes. A bond is issued against the birth certificates of every child born in America. All elected officials are bonded when they

take office. Judges and court cases are bonded. If a person wanted to get out of jail while they await trial, they obtain a bail bond. Corporations raise money by selling bonds. The federal government raises money by selling bonds. Cities and counties raise money for roads, schools, and other projects by selling municipal bonds. Bonds are very pervasive in our society.

Researchers in the freedom movement were looking for an instrument that could be used to discharge debts without incurring the risk that is associated with other kinds of instruments. They were thinking about the idea of a bond and were looking for a template for a bond that anyone could use. They found what they were looking for in Mississippi statutes. In fact, they found two different versions.

Mississippi Code of 1972 as amended in §11-33-65 contains a form of bond to discharge debt that is not due.

I, (Your Name), principal, as surety, is held and bound to pay (Example THE STATE OF GEORGIA) the sum of ____ dollars, unless the said (Example Defendant YOUR NAME) shall satisfy any judgment which may be recovered against him by the said (Example Plaintiff, THE STATE OF GEORGIA) in his attachment suit against the said (Example Defendant YOUR NAME) for ____ dollars, returnable before the circuit court of ____ County, (State) on the ____ day of (Month) A. D. 200__.

By me, (Your Name), a man holder in due course, principal.

Mississippi Code of 1972 as amended in §11-33-61 contains another form of bond to discharge debt that is due.

We, ____ principal, and ____ and ____ sureties, are held and bound to pay ____ the sum of ____ dollars, unless ____ shall well and truly pay ____ the sum demanded by him as plaintiff is his attachment suit for a debt not due, the sum of ____, dollars, on or before the ____ day of ____, A. D. ____, and pay the costs of said suit, which is pending in the circuit court of ____ County, Mississippi. This the ____ day of ____, A. D. 200__.

The bond is not for payment or discharge of a debt for the straw man. We, as living souls, created by the Creator, are sovereign. We have unlimited authority over ourselves and the things we create. As sovereigns, we are using the bond to tell a “creditor” that the living soul is not the straw man or the security for the straw man. One party can’t be held accountable for the debt of another without his permission, just like one man can’t be held accountable for the crimes of another. The bond is telling the “creditor” that, if they can provide proof of a lawful contract or debt that the living soul is responsible for, then they can use the credit of the living soul to discharge the debt and settle the account. Said another way, the bond is an offer to contract with the “creditor” to discharge the straw man’s debt if the creditor can’t get the payment from the straw man. After the living soul has tendered the bond, any further attempt the “creditor” makes to get you to “pay” is double jeopardy.

Bonds have been used to successfully to discharge all kinds of debts:

- IRS – Bonds have been used to discharge federal income taxes, penalties and interest. IRS Publication 1450 clearly states that the IRS accepts bonds to discharge tax debts. See <http://www.irs.ustreas.gov/prod/cover.html> for the publication.
- State income taxes
- Property taxes – Bonds have been used to discharge these taxes when they were due and even in cases where the property was about to be repossessed for back taxes.
- Traffic tickets, and fines
- Citations by various municipal “code enforcers”
- Mortgages on homes
- Credit card debt
- Getting back property that has been seized by the government
- Discharge debt from a bankruptcy
- Discharge debt from a court case that you lost

There are fewer pre-requisites before a bond can be issued than a BoE and it takes much less time to set up what is required. Just like preparing to issue a BoE, you should copyright the straw man’s name. This will make it clear that you and the straw man are two separate legal entities. But, unlike the BoE, there is no requirement to establish a security agreement, file a UCC-1 or establish a UCC Contract Trust Account. I do suggest that you prepare and record a notice of competency which says that you are competent to handle your own affairs.

A concept that is closely related to the bond is that of a voucher. A voucher is 10% of the value of the bond that may be required to activate the bond. For example, if a person requests a bail bond to get out of jail, they pay the bail bondsman 10% of the face value of the bond. This 10% is the voucher. If someone wants to argue (further negotiate the contract) about the bond you issue to them, you tell them to send you the voucher. In many cases, they will back off.

When you issue the bond, don’t tell the creditor how to process the bond. At first, this may seem strange. But if you give a creditor a check, money order or FRNs, you don’t tell them how to process these forms of “payment”: It is the “creditor’s” responsibility to know what to do with the bond. They have a wide variety of options including, but not limited to, applying it against their taxes due the government, exchange it with other corporations, hold it as an asset, and hypothecate it.

When a “creditor” receives a bond, they only have two choices. The first choice is to keep the bond, thereby accepting it. If they accept it, the debt is discharged. The second choice is to dishonor the bond and send it back to you. This action would place them in commercial dishonor (more on this later). If a “creditor” were to send the bond back, write this following across the face of their presentment, “Thank you for your dishonor. I accept your dishonor and I’m returning it to you for closure in this matter”. Then send the presentment back to them.

Every bond must have a charging instrument: a bill or payoff statement. When you send the bond, you always send the original charging instrument back to the “creditor”. Write across the face of the charging instrument in red, blue or any color other than black, something similar to the following:

“Accepted for value and returned to you for discharge,
closure and settlement by attached registered bond # _____”.

By: _____ Date: _____

Then you sign it after “By”, with your regular signature, and write the date you signed it. The bond number that goes in the blank space is the number from a registered mail sticker that is used to mail the bond to the “creditor”. The bond is always sent to the “creditor” via U.S. registered mail with return receipt requested. Many court cases have ruled that sending funds via registered mail makes the funds a registered security.

At the same time you send the original bond to the “creditor”, send a copy to the Secretary of the Treasury to show that you are authorizing the bond. If the bond is relating to real property, you might also want to send a copy of the Sheriff of your county so that, if someone wants to seize the property for non-payment, the Sheriff will have notified that the debt has been discharged. These bond copies are stamped “COPY” because there can only be one original bond. The bond copies should also have a copy of the charging instrument attached. It is a good idea to send the bond copies using certified mail with return receipt requested.

It is a good idea to send the bond and the bond copies by having someone else mail packets for you. This person can then fill out a certificate of service for each packet. The certificate of service says they mailed the packet for you and lists their name, the contents of the packet, the method each packet was mailed, the date it was mailed, the party to whom it was mailed, and the name and address of the person who mailed the packet. The packet itself doesn’t have to contain a certificate of service. You just need the certificate of service for your records. The certificate provides you with a third party witness to the contents of the envelope. You can use this a proof should the “creditor” ever dispute the fact that they were paid. The certificate of service shows what was in the envelope and the return receipt proves that they received the packet.

I also suggest that you send them a copy of the copyright of the straw man’s name. The copyright should be a self-executing contract which says that, if anyone continues to use your copyrighted material after they have been given notice of the copyright, they owe you a sum certain for each unauthorized use of your copyrighted material. This may discourage them from harassing you after you discharge the debt. How to collect on this copyright violation is the subject of a separate essay.

The next page shows a sample bond with a number of variables to customize in **green**.

BOND

Registered Mail <reg-mail#-bond-num>

Registered Promise to Pay to the Order of:

AGENT

<claimant-name>

<claimant-street>

<claimant-city-st-zip>

EQUALITY UNDER THE LAW IS PARAMOUNT AND MANDATORY BY LAW. I, <true-name>, a Titled Sovereign do hereby declare:

There appearing no bond, contract or title of record entered by claimant to initiate the matter alleged by <claimant-name> regarding claim number <account-number>;

I, issue this bond to discharge all debt in the matter of claim number <account-number> dischargeable to <claimant-name> as mandated by public policy through the Bureau of Public Debt. In that no lawful money of account exists in circulation and in consideration thereof, I have suffered dishonor by <claimant-name> regarding the matter of alleged creditor's claim number <account-number>.

I, <true-name>, principal, as surety, am held and bound to pay <claimant-name> the sum of \$<discharge-amt>, unless the alleged debtor <account-name>© shall satisfy any debt which may be recovered against it by the alleged creditor <claimant-name> for the attachment of alleged debtor <account-name>© for the sum certain \$<discharge-amt>, returnable to <claimant-name>, <claimant-street>, <claimant-city-st-zip> on <due-date>. I, <true-name>, underwrite with my private exemption any and all obligations of performance/loss/costs sustained by <claimant-name>.

Done this ___ day of _____, 200__ in the county of <res-county>, <res-sate> by me <true-name>, a Titled Sovereign, owner, principal, surety, the <gender>.

debtor's signature: <account-name> copyrighted fiction

By: _____
<true-name>

ORDER

Negotiate this discharge item through the back office for settlement via the pass through account at the treasury window under public policy for discharge of debts in accordance HJR 192 June 5, 1933; 73rd Congress, 1st Session and all associated policies. Charge exempt account number <ssn>.

This ___ day of _____, 200__ . Owner _____

seal:

Attachment(s):Acceptance (Presentment from AGENT)

People always want to know if bonds “work”. To answer this question, we first have to define the term “work”. What most people are really asking is the debt settled and does the “creditor” go away and leave them alone. The answer, in most cases, will probably be no. But I would suggest that this is the wrong question.

The more appropriate question to ask relates to the legitimacy of the instrument. It is not appropriate to evaluate the legitimacy of an instrument based upon the reaction of those receiving it. Just because the one receiving the bond is full of greed and an insatiable appetite for more “money” doesn’t mean that what the bond didn’t “work” or is illegitimate. The answer to the question about the legitimacy of the bond is a resounding “yes”, the bond is legitimate! The bond is nothing more than a promise to pay. That’s all anyone of us has to use as “money” in our current system. The bond is just as legitimate a form for a promise to pay as any other form that anyone else can give.

So, now that we have settled the question of the legitimacy of the bond, let’s go discuss to issue of how creditor might respond.

How Creditors Might Respond

The first thing I should say is that I don’t know of a single instance in which anyone has been arrested or gone to prison for issuing a properly executed BoE or bond to discharge a debt. But I must also say that, in many cases, “creditors” either pretend or may in fact not know what a BoE or bond is. It is not your job to educate them. Even if the “creditor” knows what the instrument is, they may not like receiving it or even ignore it.

The reason most “creditors” won’t like your instrument is because they have been accustomed to receiving a lot of interest and principal payments on “loans” they made to you when, in reality, they loaned you your own credit. Said another way, they have pretended to “loan” us money, then ask us to pay back the principal with interest when, in fact, they loaned us nothing from their own assets and had no risk. When we use the instrument to discharge the purported debt, we cut off the supply of all the profits that they think they deserve.

If you are going to have any trouble with “creditors” accepting your instrument, the first and most important issue you must resolve in your own mind is “Did my instrument really discharge the debt?” When you can answer this in the affirmative, then you will have taken a major step. I would also suggest that the answer should be “yes”. Let’s use an example to illustrate this point.

Let’s say you owed someone \$100 and that you sent them a \$100 FRN to discharge the debt. Let’s also say that you had a certificate of service and a return receipt so you know they received your “money” but then they acted as if the debt was still owed. In this case, was the debt discharged? Of course, the answer is yes! The only question remaining in your mind should be, “Are these instruments valid?” You should not use these kinds of instruments until you are comfortable that they are valid.

Many “creditors” will pretend they didn’t receive the instrument, will not process it or will act dishonorably. These “creditors” will do all kinds of things to get you to “pay” again or re-contract with them. They may say, “we only accept U.S. funds or U.S. currency”. You must be resolute in your own mind that the debt has already been paid. Every attempt on the “creditor’s” part to get you to “pay” again is the action of a third-party trying to extract more credit from you. I say they are third parties because the original contract or debt has already been satisfied and is no longer parties to the contract with you because the contract has been fulfilled. If a complete stranger came up to you demanding money and you knew that you had never entered a contract with them, you would know that they had no legitimate claim against you. You will have to treat the “creditors” in the same way when they want you to “pay” after you have given them a valid instrument.

At this stage in the use of these instruments, it is hard to predict exactly how every “creditor” will respond. You need to be prepared for the possibility that they will act as if you never “paid” them. If you are discharging credit card debt, they may close or cancel the account, turn your account over to a collection agency, and put negative information on your credit report. This does not mean that your instrument was invalid, illegal or fraudulent. It just means the “creditor” doesn’t like it.

How To Deal With Uncooperative Creditors

If the creditor doesn’t like your instrument, it is quite possible that the “creditor” will continue to send you presentments that reflect that the instrument was never posted to your account. This is a matter of ongoing research and for one or more additional essays. But we can give you some ideas about how you might respond.

First, you must respond to each and every presentment you receive. If you are convinced that your instrument was good, then the debt has been discharged. This means that every communication from the “creditor” is an attempt to re-contract with you. If you don’t respond, you are, by your silence, agreeing that you still owe a debt. There is a basic principle of commerce that says if you argue with them or you are silent (don’t respond to a presentment) then you are in dishonor. If you are in dishonor, then you are automatically the loser in the dispute. If the dispute goes to court, arbitration or some other administrative process, you will lose. So, whatever you do, you must remain in honor.

There are only two ways to remain in honor: accept their presentment, or conditionally accept their presentment. Let’s talk about an acceptance strategy first.

A full acceptance would be to accept their presentment without any conditions. Then treat your acceptance of their new presentment as a new contract to which you are going to add your own terms. On the face of any presentment they send you after you have discharged the debt, write in red, blue or any color other than black, something similar to the following:

Accept and returned for closure, discharge and settlement of this accounting.
See attached copy of Registered Bond # _____. You are using my

exemption. Send me the voucher immediately. Equality under the law is paramount and mandatory. I am competent to handle my affairs. If you think you are representing me in this matter, you and your heirs/assigns/agents are hereby declared to be incompetent and are fired.

Without prejudice and without recourse.

Date _____ By _____

Here is an explanation of each phrase in the respons:

- “Accept” – By accepting the presentment, you remove any controversy and remain in honor. This also has the effect of making you the holder in due course of their presentment. You are creating a contract and you can add your own conditions to it. So, the rest of the text is the conditions that you are adding.
- “and returned for closure, discharge and settlement of this accounting” – You are ordering them to settle the matter. This means they should deduct the amount of the instrument from you balance.
- “See attached copy of Registered Bond # _____” – You are reminding them that you have already discharged the debt with a bond. If you used a BoE, then obviously this phrase would have to be adjusted.
- “You are using my exemption” – Your exemption is what is standing behind the BoE or bond and what makes the instrument good.
- “Send me the voucher immediately” – If they want to argue or discuss the matter further, they will need to send a voucher. The voucher would be a check for 10% of the value of the bond. They won’t do this, but it is a way to “mess with them” if they want to “mess with you”. This phrase would only apply if you issued a bond.
- “Equality under the law is paramount and mandatory” – You are reminding them that whatever they demand of you, you can demand of them. You are also stating that they must treat you and your instrument equitably.
- “I am competent to handle my affairs” – They are assuming that you are not competent to handle your own affairs, so you are documenting that you are competent.
- “If you think you are representing me in this matter, you and your heirs/assigns/agents are hereby declared to be incompetent and are fired” – They may be presuming that they can represent you and make legal determinations on your behalf so you are telling them that you are granting them no such authority.
- “Without prejudice” – This phrase comes form UCC 1-207 and means you are reserving all of your law rights in the contract.
- “without recourse” – This phrase comes from UCC 3-414(e) and 3-415(b) and means, if the recipient dishonors the “contract” (the presentment they sent you with your additions), then you, as the endorser, are not liable to “pay”.
- By signing your regular signature after “By”, you are signing as the living soul rather than as an accommodation party.

The creditor may send you a bill that doesn't show a reduction in the account balance after you discharged the debt. If this occurs, send them a Notice of Error. The letter can be based upon the Truth In Lending Act, found at Title 15 USC §§ 1601 – 1667e (there are parallel regulations in the Code of Federal Regulations for Title 12 Part 226 §§ 226.1-226.16). Section 1666 specifically deals with "Correcting Billing Errors". Under this section, you have the right to give the "creditor" a notice of error within 60 days after the "creditor" sends the presentment, which contains an error. Subsection (b) lists seven reasons that you can send a notice of error, including the fact that they did not properly reflect your "payment". The letter should contain your name, account number, a statement that you believe there is a billing error, the amount of the billing error, and the reason you believe there is a billing error. You can ask the "creditor" to provide copies of documentary evidence of your indebtedness, and you can also ask for an accounting. The creditor has 30 days to respond to your billing error.

It is possible that the "creditor" will not provide an adequate or a responsive answer to you Notice of Error. In such cases, the "creditor" may continue to send you presentments. This can become quite a nuisance. If this happens, you can change your strategy from full acceptance to a conditional acceptance. You would start the process by sending the "creditor" a Conditional Acceptance and Negative Averment or Affidavit. The Conditional Acceptance is a letter in which you state that you will accept the "creditor's" claim if they can prove the claim. The points in this letter are stated in the positive. For example, you could demand that they provide "documentation validating Respondent's presumption that the bond that was tendered as payment was an invalid instruments and incapable of discharging the debt". The Negative Averment or Affidavit states all of the demands you made for documentation in the Conditional Acceptance portion in have not been met. For example, you could say "Affiant has not seen or been presented with any documentation verifying that the bond is an invalid instrument and incapable of discharge the debt, and believes that no such verified documentation exists". In commerce, an un rebutted affidavit stands as the truth of the matter. The only valid way for the creditor to respond to your affidavit is to send an affidavit of their own in which they respond to each point you have made. So, be sure to ask for evidentiary-quality, verified documentation of things that you know the "creditor" can't produce or that will prove your position. The typical Conditional Acceptance will contain eight to twelve of these points.

If the "creditor" does not respond in affidavit form within 21 days after you mailed the Conditional Acceptance/Negative Averment, you will want to begin a Notarial Protest. Notarial Protest is an administrative process in which you a notary acts as a third party witness to the "Creditor's" dishonor (lack of response). To begin this process, you will give a notary an affidavit describing the events with the "creditor" up to this point. You will prepare three sets of documents which the notary will mail out at 11 day intervals: a Notice of Dishonor, a Second Notice of Dishonor or a Notice of Protest, and a Certificate of Certificate of Non-Response and Dishonor or Breach. If the "creditor" never responds to any of the notary's notices, the notary will issue a Certificate of Non-Response and Dishonor or Breach against the "creditor" and provide you with an original. This certificate can be used to help clear any negative information the creditor puts on your

credit report because it provides proof through a third party witness that the creditor has not validated the debt.

I have heard about another process that can follow behind the Notarial Protest that will give you a remedy through a court. This process is called a Judicial Review and will be the subject of another essay.

It is possible that the “creditor” has added negative information on your creditor report. There are two approaches to removing this bad information. One is to do it yourself by writing letters to the credit reporting agencies. The other approach is to hire a credit repair agency that specializes in credit repair. I suggest the second approach because there is much to know about credit repair, it can be a very time consuming process, and most agencies have an attorney on staff and the credit reporting companies seem to respond to letters from attorneys more readily than from individuals.

Conclusion

I hope this essay has assisted you in learning about the use of BoEs and bonds as possible means of accessing your exemption and discharging debt. It was meant as an introduction to this topic. It has not been my intent to tell you everything you will need to know to actually issue these instruments. There is simply too much information to convey in essay format. Do not attempt to issue these instruments using the information provided herein because far too many of the crucial details were not addressed. If you decide that you want to pursue the use of these instruments to discharge debts, I strongly advise that you seek the assistance of someone who has personal experience utilizing these instruments. One potential source for this information is the “Remedies” section of Truth Sets Us Free web site, www.truthsetsusfree.com.

THE MATRIX AND THE U.S. CONSTITUTION

Posted By: Shasta <Send E-Mail>

Date: Friday, 14-Aug-2009 14:33:13 THE MATRIX AND
THE U. S. CONSTITUTION

By: no name (hidden for his safety)

INTRODUCTION:

During my twelve years service as a Judge, I always insisted on the truth and placed justice above law and order. I could have prepared this article indicia of a research paper; however, people tend to lose interest when articles of this nature become too technical. Science has taught us that "For every action there is a positive reaction." If your life on earth resembles a Matrix, it is because you're seeing things for the first time, with eyes wide open, but you feel confused! That feeling of confusion is appropriate because the information you are now digesting, contradicts much of the information you have been spoon fed throughout your life! I named this paper after the movie "The Matrix" written by the Wachowski brothers. After reading this, watch the movie and you will notice many similarities.

In 2002, my brother ran into a problem with the IRS and to help him out, I began to research the Tax Code. One thing led to another and suddenly I was uncovering information about our government, which was directly in conflict with the U. S. Constitution and what I have been led to believe throughout my life. In time I began to interface with people from every state in the Republic, who were doing the same thing I was doing, some for the same reason and others for different reasons. We began to trade our research and the facts I uncovered were totally in contradiction to the history of America which had been taught to us in public school and the principals of law I had absorbed during my service as a Judge. I began to assist people to prepare and file suits in the courts and I filed several of my own. At one point, because of the information I'm about to provide to

you, I became extremely depressed. After about three months, I eventually shook it off and continued on with my research.

My hope in writing this is to help you, the reader, make sense of it all, which will require you to wash your mind clean of the brainwashing you were subjected to by our government, our government-controlled public schools and churches and reeducate yourself. When you understand the actions, the reactions will make sense, and it should anger you! Eventually, you will have a choice to make; a choice that will define “How to survive life in The Matrix?” In ‘The Matrix’ nothing is real; however, your mind has been conditioned to believe it is real! The Matrix is far too big to defeat; no one can escape it, and we haven’t the means or intelligence to beat those in control! Through my research, I discovered that America is a society of functional illiterates! I remind you that this is not my opinion; I’m just the messenger!

The people in charge of the Matrix represent the most powerful and intelligent humans on earth. When gifted children appear in the public schools of the world, they are courted with scholarships, money and eventually memberships into secret societies. They will be introduced to very persuasive intellectuals, who will convince these young gifted people that it is their place and duty to be a part of the elite who rule the world’s population because the rest of the world’s population is too stupid to make decisions for themselves (their comment - not mine). When the “New World Order” is officially and openly in control, only the extremely intelligent will be allowed to propagate. Everyone else will be sterilized or murdered through staged pandemics, used to eliminate excessive populations. Every foreign revolution, the World Wars, the Depression, Prohibition, Korea, Vietnam, the Middle East conflict and the influenza epidemic during World War I were planned and orchestrated by these people.

Many early writers researched much of this history and were forced to fund their own publication and the distribution of their work. Most

never received the acclaim they deserved and never knew our government was responsible for their failures! I am prepared to supply anyone interested with mounds of research in support of what I have written herein!

When I've conveyed parts of this information in court documents, the opposition's lawyer responds to their clients that "I'm just crazy," and if the judge is within earshot of that comment, he will nod his head in judicial agreement. Well, I guess that caps it! If a lawyer and a lawyer judge, both contend that I am crazy, then I must be crazy! They wouldn't lie to you or would they?

THE motive of our Founding Fathers was totally self-centered. It was their personal greed that inspired them to accept the task of writing the Constitution of the United States and not patriotism. In actuality, the United States is not a land or a place: 'It is a corporation, a legal fiction that existed well before the Revolutionary War.' [See: *Republica v. Sween*, 1 Dallas 43 and 28 U. S. C. 3002 (15)].

The Constitution of the United States was written in secret by the Founding Fathers and was never presented to the Colonists for a vote. Surely, any document as important as this demanded the approval of the people it governed! Well, it wasn't presented for a vote because the Constitution wasn't created for "We the People;" it was created by and for the Founding Fathers, their family, heirs and their posterity. The Constitution is a business plan and any reference contained within it that appears to be the safeguard of a 'Right' is there because none of the Founding Fathers trusted each other. The safeguards were intended to prevent any one or group of them from cutting out the others, proving that "There's no honor among thieves." Americans are not unlike all other humans who inhabit the earth. All human beings possess malleable minds, which are minds that can be shaped and controlled; and when government shapes and controls a mind, it's called "brainwashing." Brainwashing causes the subject to become 'functionally illiterate.' In America, our functional ignorance

excels in the areas of history, government and law, which really are one in the same. Ninety-eight percent of the officials in public office are lawyers and these so-called representatives set policy and create the laws that govern this society. Their use of Greek and Latin terms in law and the habit of changing definitions and usage of common words is intentional. The intent is to confound and confuse the general public and to hide the treason they are implementing and so that members of the public are forced (or decide) to hire a lawyer out of frustration, rather than try to represent themselves in our 'fictional courts of law.' As you read on I'll explain to you why and how, our courts and laws are fictional.

There has never been a law on the books created by the Congress which made it illegal for a common man to practice law. Every Judge of a District, Circuit or Appeal Court, except Justices and Magistrates, is a lawyer and a member of the Bar. These Judges have the authority to establish local rules of court and those mentioned have created a local rule that prevents common people from representing any other person in their court or 'to practice law without a license.' A license requires that you produce your Bar Association number. For those who don't know, the Bar Association is simply a 'Lawyers Union'; and when lawyers are accepted into the Bar, they are required to swear allegiance to a foreign power! The American Bar Association is a branch of a national organization titled "The National Lawyers Guild Communist Party" and can be found recorded in the United States Code at: 28 U. S. C. 3002, section 15a. They have become so big and entrenched that they no longer fear reprisal!

Whenever I tell people that there is no actual law that makes it a crime to represent another person in court, their reaction is, "liar!" I remind them that Abraham Lincoln and Clarence Darrow never went to law school or passed the Bar, but their reaction is understandable because the Bar is a very powerful organization and its members have infiltrated every niche of American life and business. How many times in your life have you heard, "You can't practice law without a

license?” I’ve heard it said in numerous movies spanning one hundred years, in my mother’s soaps and by comedians in jokes and in theatrical skits. I’ve seen the phrase in print in newspaper articles, magazines and heard it on the radio. Before I learned the truth about this fact, even my personal lawyer made that comment to me. We all have been brainwashed to believe a lie and because we’ve heard it so often from people we trust, and who are supposed to have our best interest at heart; we all just assume it must be true. How many other lies have you assumed “must be true?”

Our America society has been lied to by their (sic) government and lawyers more times than you will sign your name in your lifetime, and we have been indoctrinated- “brainwashed” - to believe that the Constitution was created for “We the People.” The purpose behind these lies is to make you believe that you are free, safe, protected and secure, and it is all an hallucination. How many of you have studied each line of the Constitution, the Statutes at Large and the Articles of Confederation, armed with a reputable dictionary or a law dictionary from that era? If you take the time to do this, you will soon discover that the true purpose of the Constitution was to create a business plan and to establish a Military Government for the protection of the Founding Fathers, the King’s commerce, protection of his Agents and the future control of his subject Slaves! Even the preamble of the U. S. Constitution is a clue to the lie and which states, “...to ourselves and our posterity!” If you never saw the title “The Constitution” and you were never told what this document was about, what do you think would be your first impression upon hearing or reading: “...to ourselves and our posterity?”

The CONSTITUTION is not for “We the People” and AMERICA is a Matrix of misinformation. In the eyes of those in control, America is nothing more than a large Plantation and “We the People” are the Slaves. In many U. S. and World Treaties, the term “high contracting powers” is used to define your Masters; everyone else is considered by them to be their Slaves.

All of the Founding Fathers had two things in common. They all shared the gift of a good education or were gifted individuals, and they all came from families of business and/or substance. These men all suffered from “visions of grandeur!” They viewed America as their one opportunity to make themselves powerful and wealthy “.....to ourselves and our posterity!” Initially, their plan was to steal America away from the King, despite the fact that King George funded the exploration of the New World, which legally gave him first claim to all new continents discovered. The seizure of the Americas by the King’s explorers was not as it has been depicted in our history books, presented to us by our government, in our government-controlled public schools. Native Americans (the Indians) were murdered, their villages burned, many were enslaved, infected by diseases brought from England and their lands taken by force and the threat of force by these early explorers! The Indians were labeled savages by these immigrant explorers from England, but the true savages were our English ancestors!

One thing the Founding Fathers did not know, was that all of the King’s lands and all future acquisitions such as the AMERICAS, had been given and pledged by King John to Pope Innocent III and the Holy Roman Church by the Treaty of 1213. After that fact was proven to the Founding Fathers, King George and representatives from the Vatican decided to use the Constitutional draft created by the Founding Fathers to further their plan to control the Colonists. Control attained by bringing the Colonists to their knees in debt. Any way you read it, the Constitution was never written with the intent of benefiting the American people. Did you know that 98% of the Law Schools in America and England do not include Constitutional Law as a part of their law curriculum? The reason for this phenomenon is because Constitutional Law does not apply to, or affect, the enforcement of statutes, codes or administrative regulations, which have replaced constitutional law, the common law, public law and penal law and which have been designed to control you. For example, Constitutional

Law is taught as an elective at Harvard, Yale and Cambridge, and only for students of law who are planning a future career in government. This should make sense to you as you read on.

In the true History of America, neither side WON the Revolutionary War. At first, the appearance of English troops in the Colonies was simply a show of force by King George, intended to intimidate the Colonists and force them to pay him taxes. Factually, back in England, English soldiers refused to take up arms against the Colonists because they were English citizens and relatives.

Mr. Mayer Amschel Bauer, founder of the Rothschild Banking Empire, by this time owned the King. Mr. Bauer had extended unlimited credit to the King and arranged contracts with him, which permitted the Rothschild Tax Collectors to represent and collect the King's tax from the King's subjects. [This is the origin of the concept behind the establishment of the IRS]. It was Bauer who suggested to King George that he enforce a tax against the Colonists in the New World, since the tax being collected in England was barely enough to pay the interest on the King's loans. When English soldiers refused to fight, Mr. Bauer negotiated a contract with unemployed Russian/Germanic soldiers to fight for King George at a cost of 50¢ a day. Bauer then informed King George that he had hired these soldiers in the King's name, but at a cost of \$1.00 a day!

King George utilized these soldiers, dressed them in English soldier uniforms and ordered his career Officers to command them. When his show of force in the Colonies failed, Mr. Bauer suggested that King George finance the Colonists in their War efforts against him, and bring the Colonists to their knees in debt! The King succeeded in accomplishing this through his appointed civilian figureheads in charge of his government of France. Mr. Bauer wanted to expand his Banking Empire into the Colonies. He discovered that the Colonists didn't trade in gold or silver but used script as the basis of their economy. The script money used were promissory notes printed by

the Colonists. All the Colonists agreed that they would consider these notes the lawful currency of the colonies. Mr. Bauer wanted gold or silver and induced the King to demand that his Tax in the Colonies be paid in gold or silver. It was that condition “that broke the camel’s back” and caused the “Boston Tea Party.” “Whoever controls the money - controls the country!” [Rothschild]

Surreptitiously, King George infiltrated the Colonies and their feudal [futile?] attempt to form a new government, using spies composed of English lawyers and English aristocrats loyal to him. The spies’ assignment was to infiltrate the new government, carry out the plan to defeat the Colonists through debt and establish regular reports to the King. The Church also had its appointed representative in place to protect and ensure that its interest was being observed. Much of the loans received from the French went into the pockets of the Founding Fathers. The Founding Fathers eventually conceded to King George and the Holy Roman Church’s demands, by and through the intervention and persuasiveness of the King’s spies.

Ironically, the common denominator or glue that eventually bound King George, the Founding Fathers, the English lawyers and English aristocrats together was a secret society called the “Illuminati.” Even Paul Revere and Benjamin Franklin, were members of the Illuminati. This secret society had a criminal and deadly past in Europe, and in America they were eventually renamed “The Free and Accepted Masons.” The majority of the regular membership of the Free and Accepted Masons do not know about the “Illuminati influence” within their rank and file. The Illuminati members operate out of special secret societies separate from the regular Masonic membership and are found in every branch of the Free and Accepted Masons of the World. Think about the Colonists whom we have been taught to revere by our public school system! All of these individuals were members of this secret society and all were Traitors. Our history books also instruct us to apotheosize the Founding Fathers; but don't

hold them in reverence, hold them in contempt! By and through their intervention, "Slaves you are and Slaves you will ever be!"

An example of a man in history we have been taught to revere is Benjamin Franklin. Would it shock you to learn that he was on the King's payroll and his many trips to England were actually to report on the colonial government to King George? The Declaration of Independence is another story omitted from our American history books. Of the fifty-one men involved in the creation of the Declaration of Independence, twenty-one were actually (traitors) and on the King's payroll. During the Revolutionary War, English Officers were provided the names, addresses and family members of the thirty loyalists involved in the creation and signing of the Declaration of Independence. The English soldiers had been ordered to hunt down and murder all thirty loyalists, their wives, children and all relatives, with further instructions to burn their bodies inside their homes. The soldiers were to leave no trace of these men and their families, to wipe out their existence for an eternity! The history of civilizations has taught us all that martyrs are dangerous to men of power and King George didn't want to leave any martyrs. It is pretty obvious who provided the detailed information about the thirty (loyalists), their family and addresses.

At first glance, it appeared that Guy Madison of Virginia was so concerned about lawyers holding any position in American government that he championed the 13th Amendment, which barred lawyers from holding any public office in government. The 13th Amendment was ratified, but never made it into print in our government-controlled school books and public classrooms. The Amendment was surreptitiously removed and replaced by the 14th Amendment. The 15th Amendment became the 14th and so on. Madison's efforts appear admirable, but his later actions as a member of the 1st Congress suggest that his only real concern was

to block lawyers from undermining the theft that he and his compatriots had planned for America.

Once the cost of the Revolutionary War sufficiently placed the Colonists in debt, the English soldiers were ordered to disperse with their efforts, recover their arms and within the next eight years they eventually returned to England. The Colonists were so glad to see the fighting stop that they allowed the soldiers to retreat and exit America peacefully. There is an old legal Maxim that states: "The first to leave the field of battle - loses." Pursuant to this Maxim the Founding Fathers proclaimed the Colonists the victors! A Maxim is a legal truth that is time honored and incorruptible.

In reality, the War was just a diversion. The Colonists had no chance of succeeding in their efforts. Examine the facts for yourself. During this era, England had the largest Army and Navy in the world. King George owned England, Ireland and France, having a combined population of about 60 million subjects. The Colonists were poorly educated, poorly armed and composed of farmers, tradesmen, bonded slaves, women and children, and boasted a total population of only 3 million subjects. And considering the undermining that was occurring to their nation by the King's spies and the Founding Fathers, the Colonists didn't have a prayer of defeating the English! Americans have been indoctrinated by our federal and state governments and through government-controlled public schools and literature, government-controlled media and government-controlled churches [YES, EVEN THE CHURCHES] to believe that America defeated the English. We celebrate that victory and our so-called Independence each year on the 4th of July; and it is all a bunch of propaganda, a carrot to lead the horse and keep this society stupid and passive. We boast today that our country represents the finest schools in the world, but in reality, we're no smarter than the first Colonists. We only know more about other things because of new technology developments during the last 250 years and yet the average IQ of America is 70.

Documented proof that the Constitution was not for us can be found at Padelford, Fay & Co. v. The Mayor and Aldermen of the City of Savannah, [14 Georgia 438, 520]. This was a Court case wherein the Plaintiffs sued the City of Savannah for violating what they believed were their constitutionally-protected rights. The decision of the Judge says it all: "But indeed, no private person has a right to complain, by suit in Court, on the ground of a breach of the Constitution, the Constitution, it is true, is a compact but he [the private person] is not a party to it!" [Emphasis added]

The United States Constitution was converted into a Trust and the legal definition of a Trust is: "A legal obligation with respect to property given by one person (donor), to another (trustee), to the advantage of a beneficiary (Americans)." The property in this Trust includes all land, your personal possessions that you believe you own and your physical body. The donor of the Trust is the King of England and the Holy Roman Church. The Trustees are all federal and state public officials, which means that they truly are Agents of a foreign power: the King and the Vatican.

The reason the Constitution was converted into a Trust is because, as a non-trust business plan, The Constitution completely bound the hands of our government officials. By their converting it into a Trust, our public officials were then free to make any changes they desired to this government without their constituents' knowledge. The rules of a Trust are secret and no trustee can be compelled to divulge those rules; and the rules can be changed by the trustees without notice to the beneficiary.

The one pitfall confronting them and their plan was the fact that by converting the Constitution into a Trust, our public officials had to legally assign a beneficiary; and the beneficiary chosen could not offend or be in contrast to the numerous International Treaties that were in force. Our public officials wanted to stay in control of the Trust

as the trustees; however, a trustee cannot also be a beneficiary. So even though the Constitution was never designed or written for the Sovereign American people, they unknowingly became the beneficiary of this secret Trust and hence, the creation of the “propaganda” regarding our Constitutional Rights!

All high-ranking public officials, lawyers and judges laugh at the ignorance of people who claim that their Constitutional Rights have been violated. Lawyers are actually taught to treat the members of the general public as inferior individuals. This also explains the ‘air of arrogance’ that most lawyers convey in their demeanor and speech.

The more powerful Agents of the states and the federal government, however, have been stealing the benefits from the Trust through numerous maneuvers that have the appearance of being lawful. In their defense, many former public officials (Agents) were not corrupt to begin with but, by accepting bribes or as the result of enjoying an arranged extramarital relationship, they became victims of an extortion plot and succumbed to the threat to expose the bribe or their illicit affair to their constituents. By becoming an Agent, all was forgiven and forgotten. The people who arranged the bribes also arranged the situations, and applied the pressure to force honest men to become dishonest. An example of this could be a sudden demand by a bank to pay off a loan, based upon a hidden clause in the loan contract and which could result in a foreclosure, bankruptcy and scandal.

There are no remaining public federal employees in America. All employees whom you believe to be a part of America’s government are actually agents of a foreign government, and this definition includes the President. The federal elections are a joke on us! All of the candidates have been jointly pre-selected and pre-screened by the National Boards of the Republican and Democratic Parties well before the election process. All of our federally elected officials, appointed administrators, federal police and judges receive their

paychecks through the Office of Personnel Management. OPM is a division of the International Monetary Fund, which is owned by the Rockefeller and Rothschild families and their Banking Empires, which operate in tandem with the United Nations. The IRS and Interpol are owned by the International Monetary Fund, which has been identified in an earlier version of the U. S. Army Manual as a Communist Organization.

Those Americans who do not know how to assert their beneficiary status are treated by the government and its courts as corporate fictions! The corporate governments and their courts have jurisdiction only over corporations. Corporations have no rights or jurisdiction over living people and are only provided considerations, which have been pre-negotiated in contracts by their directors. Otherwise, they're governed totally by commercial law and so are you.

At this point, I believe I should address a "corporate fiction" for you by creating a situation you can relate to.

SITUATION: You've decided to go into business for yourself and you thought up a clever name for your business. Everything you've read and the advice received from a lawyer or friend suggests that you should incorporate your business. To incorporate is to create a business on paper. It isn't real; it is a business in theory, which makes it a fiction. The lawyer or accountant you hired to prepare your corporation records your business with the state as a state corporation and identifies you as president of the board of directors, not the owner. Your business is now "a corporate fiction" and by recording the business as a state corporation, you no longer own it, the state owns it. You just gave your business away and made yourself an employee!

Our presumed government representatives have done the same thing to each of us. They changed each of us from "a sovereign" into "a corporate fiction." Your corporate name is easily identifiable in that it

is expressed in all capital letters on all your documents and all communications received from every government agency.

The reason for converting every Sovereign American into a corporate fiction dates back to the Principal of Law under the King. The King is a Sovereign Monarch and dictator who, by his authority, creates the laws that govern his subjects. He is the Source of Law and therefore the law cannot be enforced against him. In America, the Source of Law is the Sovereign People and therefore no laws can be enforced against the Source, except for those specifically agreed to or defined by the original Constitution. Those laws are defined as Theft, Assault and Criminal Mischief; but since the Colonists never voted on the Constitution, none of these offenses are enforceable against a living Sovereign. They are enforceable, however, against a corporation or corporate fiction.

In theory and according to the common law, before any Sovereign can be arrested for one of these crimes a complaint must be filed with the elected Sheriff. The Sheriff, by his own authority, assembles a common law jury of the accused Sovereign's immediate neighbors, called a Grand Jury. The neighbors hear the complaint and evidence presented to them by the complainant. They are permitted to ask questions of any witness and can subpoena anyone else who can shed light on the allegations. A majority must then decide if the accused Sovereign is to be tried by a court. All of this is done without a judge or prosecutor in attendance. This is a real Grand Jury proceeding, which is far removed from the joke perpetrated by our corporate government and courts today! What happened to our Grand Jury rights of old? The Bar Association has successfully stolen that right away from the Sovereign people, little by little, through rewrites of the Judiciary Act, so that now the American public believes that the Grand Jury is an instrument subject to the jurisdiction, right and whim of the prosecuting attorney. The prosecuting attorney controls the entire proceeding and who testifies.

The judge then tells the jury what the law is and the members of the panel are always denied the opportunity to view the written law.

All of our governments are corporations and are responsible for the creation of about 800 thousand laws called statutes, which are designed to control the Sovereign people of America. Just like the King, these statutes cannot be enforced against the Source of Law, which are the living, breathing, flesh and blood Sovereign people. All of the Agents in power beginning with the King, the Vatican, the Founding Fathers and now our presumed public officials, wanted to obtain power and control over America, and the Constitution pretty much prohibited them from achieving those ends. So they began to devise ways to change the Sovereign Americans into corporate fictions.

These Agents also decided and reasoned that they cannot educate the masses without exposing their treachery, and so our private and public education must be controlled. Without any real Constitutional basis, the U. S. Department of Education was created. The Constitution made it the responsibility of each state to educate its people and several states challenged the Congress in the courts. The matter was eventually heard by the U. S. Supreme Court, which has never been a Constitutional Article III Court from its inception, which I will explain. The Supreme Court ruled that the federal government was entitled to oversee the educational requirements of “United States Citizens” by virtue of their Constitutional powers to regulate Commerce! Bad law is bad law, no matter how you turn the paper and that ruling gave the federal government the green light to initiate its “brainwashing” process of the American public.

Let me explain how the Court arrived at its ruling because these are not ignorant men. On every form you file to receive “government benefits” and even the “voter registration form” there is a question that asks: Are you a United States Citizen? YES / NO and everyone circles the YES answer. Didn't you? Now look up the definition of a

“United States Citizen” in a reputable law dictionary. You will discover that a United States Citizen is a phrase designed to identify a “corporate fiction.” Clever, isn’t it? You and every other American had no idea that you were admitting you were a corporate fiction when you circled that YES answer, and you did it under penalty of perjury!

The sovereign states had been abolished in 1790 by the adoption of Article 1 of the Statutes at Large, which converted all the sovereign states into federal districts and gave the federal government lawful jurisdiction everywhere. In consideration of the fact that the federal government is a corporation and that corporations can lawfully own other corporations and all the American subjects to be educated have admitted under penalty of perjury that they are corporations, the Supreme Court ruled in favor of the corporate federal government. [See how sneaky and tricky lawyers can be? And all the more reason why lawyers should never be allowed to serve in government or in judgment of us.]

Under our corporate governments no Sovereign can lawfully be tried or convicted of any statutory crime. I recently discovered how to avoid prosecution under the Trust when a Sovereign is taken before a corporate prosecuting attorney or a judge:

First: “the Sovereign must inquire if we are on the record, and if not, insist upon it! Say nothing, sign nothing and answer no questions until you are convinced that the proceedings are being recorded!”

Secondly: all a Sovereign has to say for the record is: “I am a beneficiary of the Trust, and I am appointing you as my Trustee.”

Thirdly: the Sovereign then directs his Trustee to do his bidding! “As my Trustee, I want you to discharge this matter I am accused of and eliminate the record.”

Fourthly: if the Sovereign suffered any damages as a result of his arrest, he can direct that the Trust compensate him from the proceeds of the Court by saying; “I wish to be compensated for [X] dollars, in redemption.”

This statement is sufficient to remove the authority and jurisdiction from any prosecuting attorney or judge. The accused will be immediately released from custody with a check, license or claim he identifies as a damage. It doesn't matter what the action involves or how it is classified by the corporate law as a civil or criminal action. It works every time! All of the Codes, Statutes and Regulations throughout the United States are a Will from the Masters to their Slaves. A Will is defined as, “An express command used in a dispositive nature.” When individuals in America are charged with a crime and warehoused in a jail, it is because they went against the Will of the Masters and not because they harmed another person. Remember that: The Will demands from us all that we are; keeps us in check; and promises us nothing!

The police officer who arrested you has been “brainwashed” into believing that he is doing the right thing, when in fact he is nothing more than an “armed slave acting as a henchman” and hired to bully and intimidate all other Slaves into submission of the Masters' Will! This statement will probably offend most police officers, but this is fact and it is not their fault. Most police officers believe they are performing a public service and doing the right thing in the performance of duty. They have been lied to by the government and in most cases police officers are pumped full of lies more so than anybody else. Recently, the Police have all been ordered to complete paramilitary training and were told that this is essential because of the new threat of Terrorism! The people responsible for this training and brainwashing are the same people and foreign Agents who have been controlling all of us since our birth. NOTE: I'll bet that nobody told these police officers that these suspected Terrorists may come at them from their very own government officials. So now our

government officials have our police officers training to act as a military unit. [e.g.] Follow our orders and don't think! They have succeeded in placing these officers on edge, so that their every reaction will be an over-reaction to the situation, just like Hitler's Gestapo.

Near the end of this paper, I will disclose to the reader about a situation that has been planned by our government officials and is soon to unfold. The police paramilitary training and their extensive brainwashing have been implemented specifically for this event. It is expected that police officers will over-react and begin killing innocent Americans, and once they are no longer of use, the officers and their families will all be ordered to receive vaccinations that will kill all of them. My guess is that, after this planned mass genocide has occurred, the Russian and Chinese military will replace them in the field.

Part of the Fraud perpetrated against "We the People" by this Will is the fact that there are actually no criminal laws in America. The Rules of Procedure used by every Local, State and Federal Court are Civil Rules, not Criminal. Court officials simply substitute the word criminal for civil, depending upon the case at hand. Rule 1 of the Rules of Civil Procedure reads: "There shall be but one form of action, a civil action." This means that the "criminal laws" promulgated and enforced by the police and our corporate governments are all civil and are being fraudulently enforced against our "corporate fictions" as criminal.

When anyone goes to jail, it is for a civil infraction of the Masters' Will. That makes all of our jails, debtors prisons. "Does that Ring a Constitutional Bell?"

Title 18, Federal Crimes and Offenses: was never voted on by the Congress, which means that these federal laws are NOT positive law in America. Now, if you were a part of a government conspiracy to

destroy America and soon to commit a mass genocide of its population, would you really want to vote Title 18 into positive law? My belief is that the Congress intentionally omitted its passage so that members of Congress could use that as a defense should they be caught and tried for Treason!

Do you believe the lawyers hired or appointed to represent all the individuals accused of federal crimes, knew about this fact? You bet they know! Armed with this fact, now look at the number of convicted people sitting in federal prisons who believe they have been lawfully convicted of violating a federal crime. How many do you imagine have been put to death? How many were shot and killed during the arrest? How many were killed attempting to escape from their illegal confinement?

The Internal Revenue Code relies upon Title 18 to convict people of Tax Evasion, which applies only to corporations. Look at all the people sitting in federal prisons who were convicted of this so-called crime. What makes it worse is the fact that the Queen of England entered into a Treaty with the federal government for the taxing of alcoholic beverages and cigarettes sold in America. The Treaty is called The Stamp Act and in this Act the Queen ordained that her subjects, the American people, are exonerated of all other federal taxes. So the federal income tax and the state income taxes levied against all Americans are contrary to an International Treaty and against the Sovereign Orders of the Queen! Like it or not, the Queen is our Monarch and Master. The Tax is illegal and still people have been prosecuted and imprisoned, contrary to law.

One hundred percent (100%) of the people sentenced and held in all American jails have either been convicted of crimes that are not positive law or were convicted of civil crimes and are being detained there by their consent. That's Right! The lawyers and judges representing our legislature and judicial system created maneuvers to insure that anyone who is accused of a so-called crime and posts bail

signs a contract to appear and consents by that contract to the proceedings scheduled. Anyone who applies for a public defender, signs the same contract without knowing it and anyone who privately hires a lawyer to represent him in a Court proceeding consents to the same contract upon the lawyer filing a "Notice of Appearance." When you hire a lawyer, you sign a Power of Attorney. He is required to file his Notice of Appearance in that case and that Notice of Appearance offers your consent and binds your appearance to the proceedings. Absent these aforementioned contracts, the Court cannot proceed against you. When that occurs, the Judge and the Prosecutor attempt to trick and intimidate you into giving your consent. If you know how to invoke your Sovereignty and you take what they throw at you and stand your ground, they will be forced to release you after 72 hours has elapsed. I'm not a bleeding heart liberal who believes that we should open up the jails and let everyone out. There are people in our jails who need to be there, despite the fact that they have been incarcerated illegally. My vote is to leave that hornets nest alone.

We Americans are so proud of the fact that we live in a Democracy! Now look up the word "Democracy" in a reputable Law Dictionary and see the legal meaning. Democracy is defined as: "A Socialist form of government and another form of Communism."

Do you remember the lies that President Reagan, the Congress and the Media told America? The lie was that, "The Iron Curtain fell without a shot being fired!" The truth is that the Iron Curtain came down because Communist Europe found an ally in the West and there was no longer a need for walls. PS/ Your Federal Taxes constructed the World's largest automated vehicle and munitions plant for the Soviet Union during the dismantling of the Berlin Wall. PPS/ The attempt to assassinate President Reagan occurred because he had disclosed to the American people that: "None of the federal income tax paid by the American people is ever deposited into the United States Treasury and is being deposited into the Federal Reserve Bank for its use and benefit." Shortly after making that

statement, Reagan was shot by John Hinkley, who was quickly declared insane so that there never would be a public trial. If you recall, President Reagan was never the same after that incident. The Masters don't play around - they eliminate problems or radically curve attitudes!

On September 17, 1787, twelve State delegates of the Thirteen State Colonies approved the United States Constitution, not the Colonists, and by their doing so, the States became "constitutors." A "constitutor" is defined under civil law as "One who by simple agreement becomes responsible for the payment of another's debt." [See: Blacks Law Dictionary, 6th Edition].

Many early immigrants to the United States arrived here as bonded slaves. A person of wealth or substance became the payor by offering to pay or promising to pay or bond the debts of another person, and usually paid the cost of his or her voyage to America. This made the payor a constitutor and gave him title as master over the debtor [slave] by written contract. A "Bonded Slave" is a corporate fiction. The payor's new title and power as the "Bond Master" of the debtor causes the immigrant to become "a Bond Slave" and the property of the Master until such time he is paid back his investment by the Bond Slave or by someone else. This means that the Bond Master can buy and sell these contracts. If a Bonded Slave were mistreated by his Bond Master, the law did not represent him because the Bond Slave (a corporate fiction) had no human rights afforded to him by any law. Corporate fictions have no rights. If the Bonded Slave desired rights, he was obligated to negotiate them in his contract with the Bond Master before accepting the contract. If the Bonded Slave runs away from his abusive Bond Master, the law in place, however, attached a bounty, hunted him down and returned him to the Bond Master. Remember also that the first slaves in America were (Indian) and then Caucasian, of English, French, Irish and German ancestry.

The Constitution is not for “We the People”

As mentioned before, the Colonists were never presented the Constitution to vote on its passage and approval because the Constitution was never written for them and has been rewritten two more times since then, but only our government officials know about that. And now, so do you!

1) Article ONE of the Constitution allows the Congress to borrow against the full faith and credit of the American people without end. It keeps us eternally in debt and makes all loans the government received from the King or any other entity, valid and enforceable against “We the People.” How is that good for us?

2) Article ONE, Section EIGHT, Clause (15) of the Constitution reads that it is the Militia’s job to execute the laws of the Union. The Militia is a military unit something like the Police or National Guard, and is composed of members of our local community. The new State Constitutions, however, make Militias illegal except in time of war and authorizes the Police to arrest the members of a Militia should they attempt to reform their ranks. How is that good for us?

3) Article ONE; Section EIGHT of the Constitution gives the Congress complete power over the Military. What do we do when it’s the Congress we need to have arrested for Treason and Peonage? How is that good for us? President Obama has changed the Military Oath. Soldiers no longer swear to support or defend the Constitution but rather to support and defend the President! Now, isn’t that convenient?

4) Article SIX, Section ONE of the Constitution is the law that makes American Citizens responsible to file income tax returns, and not Title 26 of the United States Code. Parts of our flawed history, taught to you by our government-controlled school system, accurately described that the English people had been taxed into a state of poverty by King George and that was one of the reasons the

Colonists fled Europe for the New World. So how is this good for us? The IRS is not a U. S. Government Agency; they are Agents of a Foreign Power operating under a private contract and your obligation to pay and file federal taxes is a scam! Only federal employees and persons born in Washington, DC and the federal territories were ever obligated to pay and file prior to The Stamp Act, but we were never informed of that fact. Our government has brainwashed us into believing that the National Debt is all our responsibility, and that we have a patriotic responsibility to pay our “fair share.” Here’s the Truth about that subject: the National Debt is a Federal Debt and always has been. The name change was the clever use of “propaganda” intended to invoke our civil patriotic pride. The foreign Agents in charge of our government have been borrowing funds to line their pockets, to buy influence, make business deals and seal Treaties with communist Third World Countries and Dictators, which will never benefit “We the People.” They have lied to us, enslaved us, imprisoned us and sold our gold to the Vatican in 1933 and invested the proceeds for themselves. The money they have been borrowing since 1933 is not real money but “negotiable debt instruments,” which is the same thing as monopoly money. This means that, in order to pay off the Federal/National Debt, all they ever had to do was print a money order without any account numbers on it for the entire debt, sign it and present it to the lender [The Federal Reserve Bank] and the debt is paid in full!

The foreign agents who purport to be our public officials are responsible for eliminating the strength of the American Labor Unions, the elimination of our jobs, the erosion of our inalienable rights, and have instigated every war or conflict we have ever become involved with in history and they convinced us that it was the other guy’s fault! They have converted us into corporate fictions and sold us as securities to foreign corporate investors and have denied us our heritage. Everything they have been doing is designed to undermine our freedom, liberty and representative form of government. Their goal and final blow against, “We the People” is our

mass genocide and the total conversion of our government to communism!

5) The SIXTEENTH AMENDMENT to the Constitution, regardless of the dispute of how it was adopted, permits the Federal Government to assess and collect a direct tax against "We the People." Most Americans do not know that the Federal Government is and always has been financially self sufficient, the result of tariffs imposed upon imports, exports and commerce. Not one penny of the Direct Federal Income Tax, paid through the IRS, is ever for or deposited into the United States Treasury. Those taxes are deposited into the Federal Reserve Bank for the Masters' use. So how is this direct tax good for us?

You may be wondering about now how the United States government can collect taxes from "We the People" when we are slaves, own nothing and are not a party to the Constitution. Despite its legality, it is done under a process known as "debt collection" through private contractors, the IRS, and through a private contract, the United States Constitution. The IRS belongs to the International Monetary Fund, which also owns the Federal Reserve Bank. The IMF holds the controlling interest in all the banks in America. The IMF is the Rockefeller and Rothschild Empires, along with the eleven wealthiest families in the World. When you see or hear of a bank closing - it is a diversion and is intended to injure and panic the public. The condition of the economy in the world today is being manipulated by these people. Their schedule for the adoption of the New World Order is close at hand and these public agents need to scare us into believing that this new form of government is our salvation! Factually, it will only be good for them and it will be our ruin.

6) Article 12 of the Articles of Confederation promises the full faith and credit of the American people to repay all loans made by the United States government. The money borrowed by the United States to finance the Revolutionary War came from France. Who owned

France? (King George!) Who was the opposition in the Revolutionary War? (England.) Our Founding Fathers promised our labor, equity, full faith and credit, to repay those debts that will, in theory, never come to an end. So how is that good for us?

7) The Bill of Rights was not for your protection. They're laws that represent one man's ability, with the assistance of the State, to control another man's actions, and since they're included under the U. S. Constitution, they're not for you! So how is that good for us?

8) The Thirteenth Amendment barred lawyers from ever holding a seat in public office. The Amendment was ratified; however, during the second secret writing of the Constitution, this Amendment was dropped and replaced by the 14th Amendment and the 14th Amendment was replaced by the 15th Amendment and so on. The replacement wasn't done by a Constitutional Convention, it was simply omitted! The original Constitution is the Law of the Land and was designed to regulate our government! The 13th Amendment still is positive law but now about 98% of our public officials are lawyers; so if we filed motions to remove them from office, who would sign them? Wasn't that convenient for them?

9) On August 4, 1790 Article ONE of the U. S. Statutes at Large, pages 138 - 178, abolished the States of the Republic and created Federal Districts. In the same year the former States of the Republic reorganized as Corporations and their legislatures wrote new State Constitutions, absent defined boundaries, which they presented to the people of each State for a vote! Why this time? Because the new State Constitutions fraudulently made the people "Citizens" of the new Corporate States. A Citizen is also defined by law as a "corporate fiction." The people were bound to the Corporate State and the States were bound to the Corporate United States and fraudulently obligated all of us to pay the debts of the Federal Government owed to the King! This was necessary because the

United States was officially bankrupt on January 1, 1788 and the politicians (our Founding Fathers) who benefited the most by these Revolutionary loans required a guarantee to present to the King. Absent that guarantee, they were personally obligated to repay the debts!

The state constitutions were rewritten again during the Clinton Administration, except now they are called the Constitutions of Interdependence! These Constitutions read just like the Declaration of Independence except that "We the People" have been eliminated. This is the Magna Carta of the public officials, to protect them under The New World Order Communist Government. The public was never informed of this, like everything else and the media never reported any of the fraud being perpetrated against Americans by their public officials.

I could go on and on, discussing Articles and Amendments of the Constitution, but suffice it to say that the 'benefits' the government dangled in front of our "naive noses" have been used as an inducement for us to volunteer; and that all of these 'benefits' are received by us at a terrible cost. When we apply for government benefits, the foreign government in charge converts our living sovereign person into a corporation and then records our person as "government asset property." The States used to provide protection, stability and security for the people, but over time the focus of their attention has changed to the control of our minds, bodies, spirit and assets. To take a loyalty oath to support, defend and obey the Constitution now is to swear an oath to your Masters to be ever loyal to them! "Slaves you are and slaves you will ever be!"

More evidence of our Slavery is as follows:

a) The primary control and custody of infants is with the corporate state government through the filing of government-issued Birth Certificates, which are held in a State Trust and therein each applicant is recorded under the Department of Transportation as a

State-owned Vessel and financial asset. A government-issued Birth Certificate was never needed as proof of birth because a baptismal record or a family bible entry of birth was and is an exception to hearsay and constitutes legal proof of birth. Had your parents never applied for a government-issued Birth Certificate, none of the Federal or State Statutes, Codes or Regulations in place would be enforceable against you; and no government official or agency could ever tell you how to raise your children, declare you an unfit parent, or take your children away from you. We all made fun of the Amish of Pennsylvania and yet the government cannot touch them because they do not participate in anything these corporate governments have to offer. The title to their land is recorded as an Ecclesiastical Trust. The Vatican (the Holy Roman Church) actually owns all the land, territories and insular possessions called America and, as long as the Amish remain an Ecclesiastical Trust and remain a passive Christian Society, the Vatican will protect them. The Holy Roman Church possesses the power to protect or crush anyone and anything! [See: Tillman v. Roberts, 108 So. 62 [and] Title 26 U. S. C. 7701 [and] 18 U. S. C. Section 8].

b) Social Security is not a Trust or Insurance policy or Insurance against disability. The U. S. Supreme Court has ruled that Social Security is a government giveaway program funded by a government tax, which is why and how the Congress can periodically dip into the assets of the fund anytime they want and never have to pay it back. The back of the Social Security card states that the card is the property of the government and not yours. Your birth name appears on the front of that card and has been modified the same way as your birth certificate - from upper and lower case letters to all capital letters, pursuant to the U. S. Government Printing Manual, which instructs government agencies on how to subtly convert a living man into a corporation. The actual Director of our Social Security Fund and Administration is the Queen of England and from which she is paid a generous salary. Your Social Security Card is issued by the United Nations through the International Monetary Fund and your

Social Security Number is actually your International Slave Number. On the reverse side of that card is an “E” letter followed by eight numbers. That is a “cusip” number, which is required on all securities. Yes! You have been converted into a marketable security, like a bond, and your person was offered for sale and sold to domestic and foreign corporate investors.

c) A Marriage License Application is a request to your “Masters” for permission to marry. If you ever had any claim of sovereignty before that date, you lost it completely when you applied for and married under a marriage license. Sovereignty means: “To assert one’s independence and to claim to be self-governing.” The license isn’t necessary and never has been because a marriage has always been just a contract, witnessed by God, between a man and a woman. Who told you that you must apply for a license? It is the official you chose to conduct your ceremony. The official just happens to be a licensed government official and his license prevents him from conducting marriage ceremonies without the issuance of a marriage license. Did Moses or Jesus ever say or profess that a marriage is not recognized by God, without a license?

Here’s the Fraud behind the License:

Those who apply for and marry pursuant to a marriage license have now added a third party to their marriage contract. The third party is the Master by and through his Agent, the Corporate State. The marriage license bestows the State with the legal right to decide the fate of the husband, wife and the possessions they procured during their marriage, should the marriage fail. Their divorce must now be decided by and through the State’s Corporate Court by a Corporate Judge, and the Judge’s first and foremost concern is the “interest of the State.” The interest of the bride and groom is now secondary. [See: VanKosten v. VanKosten, 154 N.E. 146]. A comment by the Judge deciding this divorce says it all! “The ultimate ownership of all property is the State: individual so-called ownership is only by virtue of government, [i.e.] laws amounting to mere use must be in

accordance with law and subordinate to the necessities of the state.” [Also See: Senate Document No. 43 of the 73rd Congress, 1st Session] and [Brown v. Welch, U. S. Superior Court].

d) The term “license” is defined in law as “A permit to do something illegal.” [See: Blacks Law Dictionary, 6th or 7th Edition]. Therefore, all licenses are permits to violate the only real law. Inalienable rights are the rights bestowed upon all living men by God at birth. All other laws are subordinate to God’s law. The controlling government wants us to rely on their laws, so they demand that we apply for a license. Another example is a “Driver’s License.” It is your God-given right to travel the roadways of this nation and no government has any right to restrict, tax or license your pursuit of happiness. The only exception is a Driver of a Commercial Vehicle. The governments have a right to regulate Commerce, which means trade. Anyone operating a vehicle in Commerce must be licensed, but all others are absolutely free to travel without one. The foreign Agents in power have changed the common meanings of words to encapsulate and control every Sovereign. They succeed in this intimidation through the corporate courts and police enforcement by officers who have been brainwashed and reinforced by mandatory training programs.

e) The use of “Trusts” by the Masters and their Agents is for a good reason. A Trust by law is secret and neither the Masters nor their agents, the Corporate Government and Courts, can be compelled to expose the rules or regulations of the Trust and those regulations can change with the wind, without notice to the participants! [See: The Law of Trusts].

f) Slaves cannot own property. Look at the Deed to your home. You are identified as the Tenant of the property and never the Owner, and your Local and State land tax is actually a “rent or use fee” assessed by the State for the lease on the land. You gave them the land after closing via your Lawyer. Did he ever tell you that? After closing, your Lawyer recorded the deed with the Court. The law only suggests

recording the deed, it doesn't mandate it. Upon recording, you gave the land back to the State, which then leases it back to you for as long as you live there. Isn't that where you have constructed your home, your castle? I'm paying for it, doesn't that make the land mine, you ask? If you fail to pay the State's assessed "rent or use fee," which has been cleverly disguised as a direct state tax, you will be evicted from your castle and land, and the state will take title and sell your home under commercial law. Commercial Law ordains that, "Anything permanently attached, is retained by the owner!" Who is the owner of the land? Why the State, because you so graciously donated it to them. Oh, I almost forgot: your lawyer receives a fee from the State for recording your deed for their use and benefit! How do you feel about your lawyer now? Didn't you pay him to represent "your interests" at the closing? Now you see why lawyers are the brunt of numerous jokes and have such a poor reputation. It's because they deserve it!

g) Foreclosures are nothing more than evictions, based on a different kind of fraud: the illusion of a debt (mortgage) that never existed. No individual or family has been foreclosed on and evicted from their home in the United States legally. The only exception to this is owner-financing. Other than owner-financing, the people who purchased their homes through a mortgage company, actually owned their homes "completely" on the day of the closing. The real legal definition of a "closing" means that all legal interest as to title is concluded. [See: any reputable Dictionary from the 1800's]. The definition has been changed by our government lawyers to conceal the fraud.

[Explanation of the above statement]

First you must know that the federal government took America off the gold standard in 1933, during a staged bankruptcy called the "Great Depression" and replaced the gold with an economic principle known as "Negotiable Debt Instruments." [YES, THE GREAT DEPRESSION WAS STAGED!] The government needed to create a catastrophe to implement standards that were designed to steal your possessions

and God-given rights. The process of creating a catastrophe was discovered by behaviorists. Take away a person's food, comfort and safety long enough and they won't care or question the illusion provided, as long as their stomach is full, they have shelter, a comfortable bed and the means (real or imagined) to keep or continue their comfort. President Roosevelt unconstitutionally collected America's gold by Executive Order and sold it to the Vatican by way of China to conceal its true ownership. The gold in Fort Knox belongs to the Vatican and not the United States. Absent a gold base, Commerce now essentially trades in "debts." So if you borrowed money for a mortgage and there's no gold or real value to support the paper called U. S. Currency, what did you actually borrow? Factually, you borrowed debt. The mortgage company committed the ultimate fraud against you because they loaned you nothing to pay off the imaginary balance, not even their own debt instruments. They then told you that you owe them the unpaid balance of your home and that you must pay them back, with interest, in monthly installments.

Here's how they did it. At your closing, the mortgage company had you sign a "Promissory Note" in which you promised your sweat, your equity, full faith and credit against an unpaid balance. Then without your knowledge, the mortgage company sold your Promissory Note (your credit) to a warehousing institution such as Fannie Mae or Freddie Mac. The warehousing institution uses your Promissory Note (your credit) as collateral and generates loans to other people and corporations, with interest. Collateral is essential to a corporation because corporations have no money or credit. They're not real, they're a fiction and require the sweat, the equity, the full faith and credit of living individuals to breathe and sustain the life of the corporation. Corporate Governments operate under the same principle. The warehousing institution makes money off the "Promissory Note" (your credit) and even though the profits made are nothing more than new Negotiable Debt Instruments, those instruments still have buying power in a Negotiable Debt Economy. These debt instruments are only negotiable because of the human

ignorance of the American people and the human ignorance of people in other countries of the world, who have all been lied to, told this has value, and the people don't know the difference. Did you ever give your permission to the mortgage company to sell your credit? So where is your cut of the profits? If the mortgage company invested nothing of their own in the purchase of your home, why are you making a monthly mortgage payments to them with interest? And where do they get off foreclosing on or against anyone or threatening to foreclose? They do it by fraud and the Masters and their Agents (the governments, the courts and the banks) all know it! Everything done to us and against us is about sustaining their lives, the lives of the corporate governments they command and to keep "We the People" under their complete control. They accomplish this control by taking away or threatening to take away your comfort and independence. They all use fraudulent means, disguised as law.

Note: When you applied for a mortgage, the mortgage company ran a credit check on you and if you had a blemish on your credit record, they charged you points (money) to ease their pain and lighten the risk (a credit risk) of their loaning you a mortgage. More Fraud! Why are you paying points, when they never loaned you a dime? The credit report is just another scam. If you have a high credit report, the government and banks identify you as an "Obedient Slave" and yet your "Promissory Note" sold for the same value as the "Promissory Note" endorsed by the man who is "a credit risk." Credit didn't matter. The fact that you are a living person is what matters!

More Fraud: The mortgage company maintains two sets of books regarding your mortgage payments. The local set of books is a record that they loaned you money and that you agreed to repay that money, with interest, each month. The second set of books is maintained in another State office, usually a bank because the mortgage companies usually sell your loan contract to a bank and agree to monitor the monthly payments in order to conceal the fraud. In the second set of books, your monthly mortgage payment is recorded by

the bank as a savings deposit because there is no real loan. When you pay off the fraudulent mortgage, the bank waits 90 days and then submits a request to the IRS. The request states that: "Someone, unknown to this facility, deposited this money into our facility and has abandoned it. May we keep the deposit?" The IRS always gives their permission to the bank to keep the deposit and your hard-earned money just feathered the nest of the Rockefellers, Rothschilds and eleven other wealthy families in the world!

Equity Law, which once controlled America's Corporate Courts, has been replaced with Admiralty/Maritime Law, pursuant to Title 28 of the United States Code and the Judiciary Act of 1789. This is the Law of Merchants and Sailors. Under Admiralty/Maritime Law, the courts presume you owe the mortgage or the tax or that you committed a crime defined as a Criminal Statute and it is your obligation to prove you're innocent! This means, you're guilty until you prove you're innocent, which is the same standard and procedure used in a Military Court Martial. Haven't we always been told that "You are innocent until proven guilty?" Lies, Lies and more Lies! We are not free men; we are slaves, and bound to our Masters by adhesion contracts and secret Trusts. The goal of the Masters and their agents, our elected officials, is to keep the people oppressed and subservient to them. As the Masters' agents, they utilize propaganda techniques through government-controlled schools, churches, the media and mind control by force and or the threat of force through the courts and police enforcement. Police officers in America have been pumped full of more bullshit than a manure spreader and because of their trust, public school conditioning and training, they haven't the ability to see what is going on. Many have been conditioned by previous military service not to think for themselves but just follow orders, which makes many of them as dangerous as a Terrorist! Now ask yourself - who are the real Terrorists in America? Guess what? The Constitution isn't for the Police either, and still they are forced to swear an oath to defend it. The more regulations, statutes and codes created, and the greater the number of regulatory officers and

agencies created to enforce them, the greater the Masters' control over their slaves; and that is mind control by force and threat of force, by the very people we rely on, to protect and serve!

At some point in history the foreign Agents in control of our Federal Government, decided that they needed to create Federal Police Agencies to protect them. I can't blame them! If I were a part of a conspiracy that could result in the American people hanging me for Treason, I'd want bodyguards, too. Now, if you are one of these public officials, how do you justify the employment and expense of bodyguards, when nobody is trying to injure you, and you don't want anyone to know that you are committing Treason? Instead of confessing your motives, you must find a way to accomplish your objective and blame it on someone else.

HENCE, the birth of a bad law: The Volstead Act and the beginning of "Prohibition!" Enterprising people began to make money and others organized. Those who organized became mobs and when the mobs began killing each other, the free lance boot-leggers and innocent people in drive-by shootings, our federal officials sat back and enjoyed the show! They did absolutely nothing until the public was literally breaking down the doors of the Capitol Building: Just like they had planned it!

The FBI existed before this time. They were a small investigative unit under the Attorney General's Office. The agents had no arrest powers and were prohibited from carrying guns. Their only authority was to investigate federal employees and make reports to the Attorney General, who then decided if the matter was serious enough to concern the government and whether to prosecute the employee. The FBI was eventually armed, expanded and provided national jurisdiction to fight the gangsters! None of which would have been necessary had it not been for The Volstead Act. Slowly, the agency has grown into the giant it is now; ironically, the Legislature never authorized their expansion. Everything was done by the AG

administratively! Where does it say in the Constitution that a federal employee has the authority to create law, create a police authority or expand a current one? Do you see how our government has circumvented the restrictions placed upon them by the Constitution and manipulated the American people? Every catastrophe, calamity or disaster has been planned and financed by our so-called public representatives with an ulterior motive in mind. The creation of Homeland Security was done in the same way. A Terrorist attack was staged by hired men having connections to the Middle East. I'm not going to go into the conspiracy, other than to say that President Bush and the FBI were as guilty as the men who high-jacked the commercial airplanes. The director of the FBI confessed to the Congress of his Agency's involvement under Presidential Order. He was relieved of his position and Congress took no action against President Bush; and the media did not report any of this to the American people. Treason charges were filed against President Bush, Vice-President Cheney and the FBI by a two-star General from the Pentagon and no action has ever been taken and nothing was ever reported to the American public, upon the orders of President Obama.

This was just another government catastrophe designed to make you, the public, beg the government to come to your aid and protect you. Each time one of these catastrophes are staged, our representatives steal more of our liberty and freedom from us, but America doesn't care because now they feel safe once again. And that's what these foreign Agents want us to believe and feel.

We complain today that government has eroded our rights. It's true because we were lied to directly and indirectly and told to believe something other than truth. The correct term here is "Propaganda" and all government-controlled entities and institutions mentioned are quite expert in the use of it. When I was a child during a period labeled "the Cold War," I remember my teachers telling the class how expert the Communists are in the use of "propaganda." I can say now

with absolute certainty that no one is as expert as the American government. In fact, I believe that our government officials taught the World. I don't blame my teachers. Most of them were subjected to and spoon-fed the same propaganda under direction of these foreign Agents and corporate entities that now employ them. Our teachers are simply spoon-feeding our children with the same propaganda that was fed to them. Naturally, if a teacher becomes too creative and steps outside the box, or thinks outside the box, the penalty for such creativity is the termination of their employment, their future profession and benefits. Generally, the reason used for termination is "Failure to adhere to the established curriculum and/or meet the needs of this establishment." Who established the needs and curriculum? Why, the government agents under the U. S. Department of Education, acting through the foreign agents representing the Masters.

During the Bush Administration, a treaty called the North American Alliance was negotiated and signed, but the content was not reported to the American public. The treaty guarantees that the boundary lines dividing Mexico, the United States and Canada will dissolve and become one country to be called North America, upon the installation of the New World Order Government. The currency for North America is being manufactured by the United States Mint. They are gold coins called AMEROS. I have pictures of these coins being minted, that were taken by an employee and smuggled out.

Everything in your life has been controlled from birth and you're still being controlled. The free-thinkers of the world have either been murdered or institutionalized in asylums. Freethinkers are a detriment to the Masters and their agents. They have the potential to become Martyrs, especially if the populace begins to pay attention to what the free-thinkers have to say or teach. Look at what happened to Jesus, John Kennedy, Bobby Kennedy, John Kennedy, Jr. and Martin Luther King, Jr. If you believe John Kennedy, Jr. was an accidental death,

then you probably believe that on 911, the attack on the twin towers was a real Terrorist attack!

[If you still think this way, after what you have read, please stop reading; put your thumb in your ass and close your eyes! You are much too gullible, ignorant and brain dead to be helped and you deserve the treatment you and your family are certain to receive!]

Contrary to popular belief, nothing has changed since the days of Jesus. If Jesus were alive today, he would be declared a Terrorist and locked up in an asylum and slowly poisoned to death through the use of drug combinations that are designed to slowly consume life instead of heal. As long as free-thinkers profess their thoughts, they will be institutionalized until their death. Society will be told that these men are dangerous and or they will be classified as Terrorists!

The entire World is a 'Slave Plantation' and is set up under this same principle by the Masters, "the high contracting powers," who have been identified in certain International Treaties as the Pope/Vatican, the United Nations, the King/Queen of (England or United Kingdom) and principals of the International Monetary Fund. The coming of a "One World Government," which public representatives and the media have been talking about, actually began in 1790 with the passage of the Articles of Confederation! These Articles and the principles therein, were first suggested in the Magna Carta and later became the foundation of the U. S. Constitution but "they're not for you!"

The Capitol City of the World has been identified as New York City, according to the United States Code. The United Nations with the blessings of the Vatican keeps the World divided and in flux under the principle of "Divide and Conquer," and all religious orders within the United States are instructed to keep us passive. People, populations, economies, religions and political agendas of every country on earth

are manipulated by the Masters, which keep each country in a euphoric flux against the other.

Partial proof of such Power:

We are presently living under the Babylonian Talmud, which was introduced to England in 1066 and has been enforced by the Pope, various kings and every religious order since. This Babylonian Talmud represents total and relentless mind control in that people are taught to believe in fictions, things that do not exist [e.g.] Private International Law is now Commercial Law, which only deals in fictions: “fictions called persons, money, politics, government and authority.” The Uniform Commercial Code, known as the Law of Merchants, which is 6000 years old, was derived from ancient Babylon and is now Private International Law. [See: The Uniform Commercial Code, section 1-201]. PS/ Human rights do not exist in fictions. Prior to 1066, many of the King’s subjects [Lords and Dukes] held allodial deeds to land, which are land grants from the King or past kings and which prevented the present King or his agents from taxing, trespassing or enforcing his will upon those subjects. Land protected by an allodial deed and improved by a home, made the subjects Sovereigns in their own right and the kings of their castles. In 1066, William the Conqueror defeated England and stole the King’s Title, his lands and the lands belonging to his subjects. From William I (1066) to King John (1199), England found itself in dire straights because it was bankrupt. During this span of time, parishioners routinely passed their land on to their family or to the church without the King’s permission. So the King invoked the ancient “Law of Mortmain,” also known as “the dead man’s hand,” which is our modern day probate law.

The Pope and the Vatican objected to the “Law of Mortmain” because the King owed the Vatican a lot of gold he had borrowed, and this law now prevented the Church from receiving gifts of land. In 1208, England was placed under Papal Interdiction (prohibition) and King John was excommunicated. King John was ignorant of the teachings

of the Bible and was made to believe by Pope Innocent III that the Pontiff was the “Vicar of Christ,” the ultimate owner of everything on earth, and the only one who could grant the King absolution for his sins - providing the King make a suitable gesture of repentance to the Pope and the Holy Roman Church. The word “VICAR” is defined in Webster’s 1828 English Dictionary, to mean, “A person deputed or authorized to perform the function of another, a substitute in office,” and thereafter, all of the popes since Pope Innocent III, pretend to be Jesus Christ on earth. In his attempt to regain his stature, King John offered the Pope and the Holy Roman Church his kingdom, plus 1000 gold marks each year as payment of a lease on the land, and he accepted the Pope’s appointed representative [appointed ruler] and swore submission and loyalty to Pope Innocent III and the Holy Roman Church. In 1213, a Treaty was entered into between the King and the Pope. The treaty made the King a tenant of his former kingdom and a trustee to the Pope and the Holy Roman Church. The king’s ancestors were later appointed Treasurer of the Vatican Bank and continue to serve in that capacity to-date. [See: Treaty of 1213; and the Papal Bulls of 1455 to 1492; and The Selected Letters of Pope Innocent III concerning England from 1198 - 1216, Thomas Nelson and Sons, Ltd. 1956].

In 1215, the Barons of England reacted to the loss of their rights and privileges they once enjoyed before the 1213 Treaty, and so they revolted against King John and stormed the castle. Under the threat of death, they forced him to sign a document that recognized their stature and spelled out their individual rights. The document was named the Magna Carta. When Pope Innocent III was informed by King John about the barons’ revolt and the Magna Carta, the Pope condemned the document and declared it null and void. In his written declaration to the barons, the Pope stated that “The Declaration of Human Rights embodied in the Magna Carta violated the tenets of the Church.” (Imagine that--- a church that does not believe in human rights --- but has a prohibition against abortion. I believe that is called an oxymoron!) [See: The Selected Letters of Pope Innocent III

concerning England 1198 - 1216, Thomas Nelson and Sons, Ltd. 1956].

The Treaty of 1783, known as the Treaty of Peace, signed [in France] subsequent to the Revolutionary War was a treaty between King George, the Holy Roman Church and the representatives of the Corporate United States. The opening statement is written in Olde English and when interpreted means: "The King claims that the Pope is the Vicar of Christ and that God gave the King the power to declare that no man can ever own property because it goes against the tenets of his Church, the Vatican/The Holy Roman Church and because he is the Elector of the Holy Roman Empire." [This is why no person or company can ever own real estate in America.] And the Founding Fathers agreed to that Declaration.

The Treaty of Verona, which took place on November 22, 1822, was another treaty between the King of England, the Pope and the "high contracting powers" of the World and exemplifies the power that the Pope and the Vatican wield in the World and magnifies their interest in the Republic of the United States. It also explains what has happened to us in America.

The Treaty of Verona:

Article 1: Basically states that the "high contracting powers" [the Masters] agree and decree that all representative forms of government and governments that recognize the individual sovereignty of ordinary people, is incompatible with "divine right" and all agree to use all of their efforts to bring an end to such governments, wherever they may be found or exist. [Isn't the United States supposed to be a representative form of government, which recognizes individual sovereignty? At least that's what the Declaration of Independence promised.]

Article 2: That the "high contracting powers" agreed and decree that freedom of the press is a detriment to their existence and all promise

to adopt measures to suppress the press in all of Europe. If Americans want to know what is happening in the United States, they need to tune into the Foreign News Service because the American Press is suppressed beyond belief, ever since the Nixon administration and the Watergate scandal. America's Press, however, will talk badly about other countries and the Foreign Press reciprocates the favor. Do you remember my earlier comment about "Divide and Conquer?" If you want to know what is happening in America, you need to watch and listen to the Foreign Press.

Article 3: Convinced that religion contributes powerfully to keep the people in a state of passive obedience, all of the "high contracting powers" agree to take measures to insure its continuation and a written accolade is directed to the Pope for his efforts to create and continue those measures. An example of the measures they are speaking of involves the King James Bible. The King James Version of the Bible was concocted by the King under the guidance of Pope Innocent III. [This is the same King who was convinced by the Pope, that the Pope was God's representative on earth.] This collaboration was kept secret to conceal the truth of their manipulation of the prophets' written word. If you can locate an ancient manuscript of the Bible, which predates the King James Version, you will discover that during the crucifixion of Christ, it is written in the ancient text that Jesus said: "Forgive them NOT, for they know what they do!" In the King James Version, it is written that Jesus said: "Forgive them Father, for they know NOT what they do." The King James interpretation represents a passive version and is in keeping with the purpose and the accolade mentioned in Article 3 of the Treaty of Verona. The King James Version of the Bible is the most popular version today and is presented to the masses by all government-controlled Christian religions.

Passive obedience however is not taught or practiced in the Muslim religion. What was the lie our government used to explain the involvement of the Armed Forces of the United States and England in

the Middle East? I remember Muslim leaders screaming that this was a “Jihad,” (a holy war) and our so-called leaders denied the allegations. When the American people were later questioned by the media, they responded with disdain and disbelief. Is there any wonder why there are now Muslim paramilitary camps being formed on American soil? And when our government officials were questioned why they permit these paramilitary camps to exist, their response was - The U. S. Constitution protects their right to exist! I remind you that this is the same Constitution that we are not a party to; has been circumvented by our government officials; and fails to protect any rights of “We the People.” The reason the foreign agents posing as our federal representatives are not concerned by the formation of these camps is because of the mass genocide planned for the American population in the fall.

Korea is now in the news for testing nuclear weapons. Our government is making Korea look like the aggressor when, in fact, Korea does not want to be a part of the New World Order government and they are reacting out of fear. They simply want to live their lives as they see fit and our government officials and the United Nations are trying to bully them into submission.

The following further exemplifies the power of the Vatican in America:

“If the Sovereign Pontiff should nevertheless, insist on his law being observed, he must be obeyed.” [Bened. XIV, De Sgn Dioec., lib., ix, c vii, n 4. Prati., 1844].

“Pontifical laws moreover become obligatory without being accepted or confirmed by secular rulers.” [Syllabus, prop. 28, 29, 44].

“Hence, the *jus nationale*, (Federal Law) or the exceptional ecclesiastical laws prevalent in the United States; may be abolished at any time by the Sovereign Pontiff.” [Elements of Ecclesiastical Law, Volume I, pages 53 and 54]. [This passage is saying that the government has no authority to abolish or change ecclesiastical law in America and that only the Pope has the power to do that].

Keys to the Conspiracy:

“Alice in Wonderland” a famous children’s story written by Leo J. Carroll, which was his pen name. The author’s true profession was that of a lawyer, a lawyer who had a conscience, “another oxymoron!” Leo J. Carroll was English and was privy to the early scheme and conspiracy to destroy all the World’s governments and eventually replace them with a “One World Government.” So he instituted his own plan to inform the World’s population about this nefarious conspiracy by writing about it in a children’s story. He figured that parents would buy his book, read the story to their children and, when the real conspiracy began to unfold, the parents would identify with his story and rise up against this evil. Kudos to Leo J. Carroll, but unfortunately his plan was too quick and the pace of the conspiracy was too slow and methodical for anyone to make the connection.

Consider this information:

1) During my research, I discovered a Congressional Record from the 1930s, which was a report compiled by an expert in counter-intelligence hired by the British Parliament. The report detailed a plan or method to be employed by Parliament and the United States government for the complete take-over and destruction of the U. S. representative form of government. The report was sent to our Congress for review, and then there was an argument from certain members of Congress who insisted that the report be recorded as “Top Secret” out of a fear of reprisal, should the American people discover its existence. The opposition members of Congress argued that the American people are functionally illiterate and too preoccupied with their own personal comfort to be concerned about what we do. The report was entered into the open record of Congress and was never discovered until 2002! I have this Congressional Record in my computer documents.

WARNING: BEWARE AMERICA!

2) I met a man who was once employed by Military Intelligence. He is now diseased. We became close friends and over time he confided in me something that had been bothering his conscience for many, many years. During his employment in the military he happened upon a scientific report by MI, prepared for the Congress. The report detailed a plan titled "How to reduce the population of the United States." The conclusion reached in the report was through mass vaccinations to cure a fictitious pandemic!

NOTE: As of June 2009, a former scientist, once employed by a large pharmaceutical company in the United States has disclosed that before resigning from his employer, former President Bush signed legislation that defers and eliminates the Federal Food and Drug Administration's mandatory product testing; defers and eliminates disclosure of possible dangers to the public; and defers and eliminates civil liability on the part of the FDA and the pharmaceutical company.

NOTE: This scientist revealed that the President and Congress are expected to order mass vaccinations for a fictitious swine flu pandemic in the fall of 2009 and that the vaccine to be used contains small amounts of bird guano, a substance known to cause serious illness and death, and in several tests killed the lab animals that were injected. This scientist suggested that most of the soldiers who have died in the Middle East conflict, have died from these vaccinations, but no one is talking!

NOTE: The people who have died of "swine flu" so far died because they were vaccinated with the vaccine that is planned to be given to the American population in the fall of 2009 and half of the World's population. The World Health Organization is expected to declare a pandemic and will request that President Obama and Congress order mandatory vaccinations in the United States. Anyone who refuses to

take the “death vaccine” will be arrested as a Terrorist and will be committed into internment camps. As a Terrorist, no one is permitted a lawyer, a hearing or a judge, pursuant to the new Patriot Act passed by Congress after 911. The World Health Organization is owned by and is under the direction of the Rockefeller and Rothschild families. Do you now see the pattern unfolding?

NOTE: Police officers, Sheriff’s Deputies, U. S. Military personnel and their families will not escape this mass genocide! All will be compelled to take the “death vaccine” right along with the rest of the general public. My guess is that the federal or state governments will install another police authority to replace our Police, Sheriff’s Deputies and Military. My belief is that they will be using Army personnel of the USSR and China. These armies are now occupying former military bases in each state that were closed down under the guise of budget cuts. Fort Dix in New Jersey is now occupied by a battalion of the Russian Army. I don’t know which bases are being occupied in the other states.

NOTE: One closed military base in each state, has also been converted into an “Internment Camp.” The Halliburton Corporation was hired by the federal government to modify each base and install maximum security buildings. Why would the United States require so many large Internment Camps? One camp should be sufficient. Because these camps are expected to receive thousands of innocent Americans who simply refuse to submit to the “death vaccine.”

NOTE: Homeland Security is in charge of these camps and, since 911, they have been training personnel to man these facilities. According to one informant, the personnel have been told that those committed into their custody are members of a home-grown terrorist organization suspected of inflicting biological warfare upon America. The innocent people shot or interned will be blamed for the planned mass genocide being committed by our own government leaders. The “want ads” in the newspapers and on the internet by Homeland

Security, seeking to employ people to help fight Terrorism, are the jobs they are attempting to fill at these internment camps.

What I don't understand is why the members of the Press continue to follow orders by not reporting anything when, from what my group of Internet Researchers have been able to determine, only members of the Congress, the Bar, Federal Police and their families will be protected and exempt from these vaccinations. The members of the press will be forced to submit to this "death vaccine" the same as everyone else.

NOTE: I have pictures of hundreds of thousands of plastic coffins purchased by our government, which are being stockpiled in New Jersey. These coffins are for the burial of dead Americans during this planned mass genocide. I also have the statement by the scientist. He has been making radio announcements from a pirate radio station in Chicago, attempting to warn the public of this planned mass genocide. And I have copies of a complaint and restraining order, recently filed with the FBI by an Australian Journalist, charging that the FDA, the World Health Organization and the U. S. Federal Government are planning a world pandemic against the population of the earth and that the United States population is expected to be decimated! [BEWARE - BEWARE]

3) I met an elderly gentleman while living in Virginia. Somehow our conversation moved from the weather to the death of JFK and then the death of Franklin D. Roosevelt. I confessed to the gentleman that I had located Executive Orders signed by President Kennedy six months before his assassination, and that in those Executive Orders President Kennedy disclosed that he and his brother Bobby, the Attorney General, had uncovered evidence that the Federal Reserve Bank was instituting a plan to undermine the American Economy. President Kennedy "ordered" the dismantling of the Federal Reserve Bank by these Executive Orders and "ordered" that the U. S. Mint begin printing and circulating Silver Certificates to replace the Federal

Reserve Notes in circulation. These facts were never presented to the special commission appointed to investigate JFK's assassination and these Executive Orders were never repealed. However, the Federal Reserve was never dismantled, and after JFK's assassination the U.S. Mint ceased the printing of Silver Certificates. In the years to follow, the Federal Reserve Bank attempted to remove all of those Silver Certificates from circulation and destroy them. Only coin collectors possess any of the original Silver Certificates. The collectors can trade or sell them between among themselves, but they are prohibited now by law from circulating them back into the American economy. Imagine that, the Congress passed a law prohibiting the circulation of lawful currency!

4) This same elder gentleman told me that when he was a child of 12, his father was a mortician in Washington, DC and his family resided at the funeral home where his father was employed. This funeral home was eventually engaged by the White House to embalm the corpse of President Franklin D. Roosevelt upon his death. The elder gentleman then asked me, "Do you know why FDR's funeral was a closed casket, when he died of natural causes?" I didn't know the answer. Then the elder gentleman responded, "Because my father didn't know how to hide a bullet hole to the head!" The man went on to elaborate how the Secret Service and FBI had visited the funeral home during this timeframe and made everyone swear under threat of death not to reveal what they saw or knew! Nothing was ever reported to the public or printed about it in the history books and he said, "I'm too old now to give a shit about their threats!" Just in case the old guy was simply trying to best my research on JFK, I wrote down the name of the funeral home and his last name once I entered my vehicle. Later that afternoon I began to research FDR's death and burial and discovered that the name of the funeral home matched. I then found a census report for Washington, DC of that year and discovered that the old gentleman's father was, in fact, a mortician and he resided at the funeral home with his wife and two children.

5) Not knowing as much then as I do today, I telephoned the Washington Post and spoke to Bob Woodward, who was one of the two famous investigative reporters responsible for bringing down the Nixon Administration. I told Mr. Woodward about the possibility that FDR had been assassinated in office and [it] was covered up. I gave him what information I could and told him that I hoped he would be able to solve this incident as well. This was seven years ago and nothing was ever printed, discussed in the Post or was ever released by any news service. Two years ago I found the evidence of the Treaty of Verona and many other details discussed herein, which strongly suggests that freedom of the press no longer exists in America (if it ever did).

Some of you “Doubting Thomases” may want to argue with me that, “If this is such a huge conspiracy, how is it that you and your internet friends can research everything on computers and write about it?” The answer is that our Masters and their government agents are quite full of themselves. They have intelligence, wealth, influence and absolute power and control over everything and everyone on this earth, but they are human and suffer the same common frailties that every powerful leader has endured since the beginning of time - “fame and the desire for recognition.” They can’t talk or brag about their conspiratorial accomplishments while they are alive, out of a fear of retaliation, which is in direct conflict with their human egos. So they are forced to settle for their accomplishments to be recorded in expectation that one day the MATRIX will be revealed and they will be recognized, revered and ogled by future generations of their kind!

THE END

THE UCC CONNECTION

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FOREWORD

This is slightly condensed, casually paraphrased transcript of tapes of a seminar given in 1990 by Howard Freeman. It was prepared to make available the knowledge and experience of Mr. Freeman in his search for an accessible and understandable explanation of the confusing state of the government and the courts. It should be helpful to those who may have difficulty learning from such lectures, or those who want to develop a deeper understanding of this information without having to listen to three or four hours of recorded material.

The frustration many Americans feel about our judicial system can be overwhelming and often frightening; and like most fear, eventually, with the seemingly tyrannical power of some governmental agency and the mystifying and awesome power of the courts. We have been taught that we must "get a good lawyer," but that is becoming increasingly difficult, if not impossible. If we are defending ourselves from the government, we find that the lawyers quickly take our money, and then tell us as the ship is sinking, "I can't help you with that - I'm an officer of the court."

Ultimately, the only way for us to have even a "snowball's chance ..." is to understand the RULES OF THE GAME, and to come to an understanding of the true nature of the Law. The attorney lawyers have established and secured a virtual monopoly over this area of human knowledge by implying that the subject is just too difficult for the average person to understand, and by creating a separate vocabulary out of English words of otherwise common usage. While it may, at times, seem hopelessly complicated, it is not that difficult to grasp - are lawyers really as smart as they would have us believe? Besides, anyone who has been through a legal battle against the government with the aid of a lawyer has come to realize that lawyers learn about procedure, not about law. Mr. Freeman admits that he is not a lawyer, and as much, he has a way of explaining law to us that puts it well within our reach. Consider also that the framers of the Constitution wrote in language simple enough that the people could understand, specifically so that it would not have to be interpreted.

So again we find, as in many other areas of life, that "THE BUCK STOPS HERE!" It is we who must take the responsibility for finding and putting to good use the TRUTH. It is we who must claim and defend our God-given rights and our freedom from those who would take from us. It is we who must protect ourselves, our families and our posterity from the inevitable intrusion into our lives by those who live parasitically off the labor, skill and talents of others.

To these ends, Mr. Freeman offers a simple, hopeful explanation of our plight and a peaceful method of dealing with it. Please take note that this lecture represents one chapter in the book of his understanding, which he is always refining, expanding, improving. It is, as all bits of wisdom are, a point of departure from which to begin our own journey into understanding, that we all might be able to pass on to others; greater knowledge and hope, and to God: the gift of lives in peace, freedom and

praise.

"I send you out as sheep in the midst of wolves, be wise as a serpent and harmless as a dove."

INTRODUCTION

I was asked to testify in a tax case as an expert witness. After many days of preparation, I felt confident of my research. I spent over 30 minutes presenting many Supreme Court decisions that supported the defendant's position. The prosecution concluded his statements, and to my amazement, the judge told the jury that they could only consider certain facts, none of which were the facts I had given.

As soon as the trial was over I went around to the judge's office and he was just coming in through his back door. I said, "Judge, by what authority do you overturn the standing decisions of the United States Supreme Court. You sat on the bench while I read that case law. Now how do you, a District Judge, have authority to overturn decisions of the Supreme Court?" He says. "Oh, those were old decisions." I said, "Those are standing decisions. They have never been overturned. I don't care how old they are; you have no right to overturn a standing decision of the United States Supreme Court in a District Court."

PUBLIC LAW V. PUBLIC POLICY

He said, "Name any decision of the Supreme Court after 1938 and I'll honor it, but all the decision you read were prior to 1938, and I don't honor those decisions." I asked what happened in 1938. He said, "Prior to 1938, the Supreme Court was dealing with Public Law; since 1938, the Supreme Court has dealt with Public Policy. The charge that Mr. S. was being tried for is a Public Policy Statute, not Public Law, and those Supreme Court cases do not apply to Public Policy." I asked him what happened in 1938? He said that he had already told me too much - he wasn't going to tell me any more.

1938 AND THE ERIE RAILROAD

Well, I began to investigate. I found that 1938 was the year of the Erie Railroad v. Tompkins case of the Supreme Court. It was also the year the courts claim they blended Law with Equity. I read the Erie Railroad case. A man had sued the Erie Railroad for damages when he was struck by a board sticking out of a boxcar as he walked along beside the tracks. The district court had decided on the basis of Commercial (Negotiable Instruments) Law: that this man was not under any contract with the Erie Railroad, and therefore he had no standing to sue the company. Under the Common Law, he was damaged and he would have had the right to sue.

This overturned a standing decision of over one hundred years. Swift v. Tyson in 1840 was a similar case, and the decision of the Supreme Court was that in any case of this type, the court would judge the case on the Common Law of the state where the incident occurred - in this case Pennsylvania. But in the Erie Railroad case, the Supreme Court ruled that all federal cases will be judged under the Negotiable Instruments Law. There would be no more decisions based on the Common Law at the federal level. So here we find the blending of Law with Equity.

This was a puzzle to me. As I put these new pieces together, I determined that all our courts since 1938 were Merchant Law courts and not Common Law courts. There were still some pieces of the puzzle missing.

A FRIEND IN THE COURT

Fortunately, I made a friend of a judge. Now you won't make friends with a judge if you go into court like a "wolf in black sheep country." You must approach him as though you are the sheep and he is the wolf. If you go into court as a wolf, you make demands and tell the judge what the law is - how he had better uphold the law or else. Remember the verse: I send you out as sheep in wolf country; be wise as a serpent and harmless as a dove. We have to go into court and be wise and harmless, and not make demands. We must play a little dumb and ask a lot of questions. Well, I asked a lot of questions and boxed the judges into a corner where they had to give me a victory or admit what they didn't want to admit. I won the case, and on the way out I had to stop by the clerk's office to get some papers. One of the judges stopped and said, "You're an interesting man, Mr. Freeman. If you're ever in town, stop by, and if I'm not sitting on a case we will visit.

AMERICA IS BANKRUPT

Later, when I went to visit the judge, I told him of my problem with the Supreme Court cases dealing with Public Policy rather than the Public Law. He said, "In 1938, all the higher judges, the top attorneys and the U.S. attorneys were called into a secret meeting and this is what we were told:

America is a bankrupt nation - it is owned completely by its creditors. The creditors own the Congress, they own the Executive, they own the Judiciary and they own all the state governments.

Take silent judicial notice of this fact, but never reveal it openly. Your court is operating in an Admiralty Jurisdiction - call it anything you want, but do not call it Admiralty.

ADMIRALTY COURTS

The reason they cannot call it Admiralty Jurisdiction is that your defense would be quite different in Admiralty Jurisdiction from your defense under the Common Law. In Admiralty, there is no court which has jurisdiction unless there is a valid international contract in dispute. If you know it is Admiralty Jurisdiction, and they have admitted on the record that you are in Admiralty Court, you can demand that the international maritime contract, to which you are supposedly a party, and which you

supposedly have breached, be placed into evidence.

No court has Admiralty/Maritime Jurisdiction unless there is a valid international maritime contract that has been breached.

So you say, just innocently like a lamb,

“Well, I didn't know that I got involved with an international maritime contract, so, in good faith, I deny that such a contract exists. If this court is taking jurisdiction in Admiralty, then, pursuant to section 3-501 of your UCC, (Presentment), the prosecutor will have no difficulty placing the [alleged] contract into evidence, so that I may examine and [possibly] challenge the validity of the contract.”

What they would have to do is place the national debt into evidence. They would have to admit that the international bankers own the whole nation, and that we are their slaves.

NOT EXPEDIENT

But the bankers said it is not expedient at this time to admit that they own everything and could foreclose on every nation of the world. The reason they don't want to tell everyone that they own everything is that there are still too many privately owned guns. There are uncooperative armies and other military forces. So until they can gradually consolidate all armies into a WORLD ARMY and all courts into a single WORLD COURT, it is not expedient to admit the jurisdiction the courts are operating under. When we understand these things, we realize that there are certain secrets they don't want to admit, and we can use this to our benefit.

JURISDICTION

The Constitution of the United States mentions three areas of jurisdiction in which the courts may operate:

Common Law

Common Law is based on God's law. Anytime someone is charged under the Common Law, there must be a damaged party. You are free under the Common Law to do anything you please, as long as you do not infringe on the life, liberty, or property of someone else. You have a right to make a fool of yourself provided you do not infringe on the life, liberty, or property of someone else. The Common Law does not allow for any government action which prevents a man from making a fool of himself. For instance, when you cross over the state lines in most states, you will see a sign which says, "BUCKLE YOUR SEAT BELTS - IT'S THE LAW." This cannot be Common Law, because who would you injure if you did not buckle up? Nobody. This would be compelled performance. But Common Law cannot compel performance. Any violation of Common Law is a CRIMINAL ACT, and is punishable.

Equity Law

Equity Law is law which compels performance. It compels you to perform to the exact letter of any contract that you are under. So, if you have compelled performance, there must be a contract somewhere, and you are being compelled to perform under the obligation of the contract. Now this can only be a civil action - not criminal. In Equity Jurisdiction, you cannot be tried criminally, but you can be compelled to perform to the letter of a contract. If you then refuse to perform as directed by the court, you can be charged with contempt of court, which is a criminal action. Are our seatbelt laws, Equity Laws? No, they are not, because you cannot be penalized or punished for not keeping to the letter of a contract.

Admiralty/Maritime Laws

This is civil jurisdiction of Compelled Performance which also has Criminal Penalties for not adhering to the letter of the contract, but this only applies to International Contracts. Now we can see what jurisdiction the seatbelt laws (all traffic codes, etc) are under. Whenever there is a penalty for failure to perform (such as willful failure to file), that is Admiralty/Maritime Law and there must be a valid international contract in force.

However, the courts don't want to admit that they are operating under Admiralty/Maritime Jurisdictions, so they took the international law or Law Merchant and adopted it into our codes. That is what the Supreme Court decided in the Erie Railroad case - that the decisions will be based on commercial law or business law and that it will have criminal penalties associated with it. Since they were instructed not to call it, Admiralty Jurisdiction, they call it Statutory Jurisdiction.

COURTS OF CONTRACT

You must ask how we got into this situation where we can be charged with failure to wear seatbelts and be fined for it. Isn't the judge sworn to uphold the Constitution? Yes, he is. But you must understand the Constitution, in Article I, § 10, gives us the unlimited right to contract, as long as we do not infringe on the life, liberty or property of someone else. Contracts are enforceable, and the Constitution gives two jurisdictions where contracts can be enforced - Equity or Admiralty. But we find them being in Statutory Jurisdiction. This is the embarrassing part for the courts, but we can use this to box the judges into a corner in their own courts. We will cover this more later.

CONTRACTS MUST BE VOLUNTARY

Under the Common Law, every contract must be entered into knowingly, voluntarily, and intentionally by both parties or it is void and unenforceable. These are characteristic - it must be based on substance. For example, contracts used to read, "For one dollar and other valuable considerations, I will paint your house, etc. That was a valid contract - the dollar was a genuine, silver dollar. Now, suppose you wrote a contract that said, "For one Federal Reserve Note and other considerations, I will paint your house...." And suppose, for example, I painted your house the wrong color. Could you go into a Common Law court and get justice? No, you could not. You see, a Federal Reserve Note is a "colorable" dollar, as it has no substance, and in a Common Law Jurisdiction, that contract would be

unenforceable.

colorABLE MONEY - colorABLE COURTS

The word "colorable" means something that appears to be genuine, but is not. Maybe it looks like a dollar, and maybe it spends like a dollar, but if it is not redeemable for lawful money (silver or gold) it is "colorable." If a Federal Reserve Note is used in a contract, then the contract becomes a "colorable" contract. And "colorable" contracts must be enforced under a "colorable" jurisdiction. So by creating Federal Reserve Notes, the government had to create a jurisdiction to cover the kinds of contracts which use them. We now have what is called Statutory Jurisdiction, which is not a genuine Admiralty jurisdiction.

1 colorable: That which is in appearance only, and not in reality, what it purports to be, hence counterfeit,
feigned have the appearance of truth. Black's Law Dictionary, Sixth Edition.

It is "colorable" Admiralty Jurisdiction the judges are enforcing because we are using "colorable money." colorable Admiralty is now known as Statutory Jurisdiction. Let's see how we got under this Statutory Jurisdiction.

UNIFORM COMMERCIAL CODE

The government set up a "colorable" law system to fit the "colorable" currency. It used to be called the Law Merchant or the Law of redeemable Instruments, because it dealt with paper which was redeemable in something of substance. But, once Federal Reserve Notes had become unredeemable, there had to be a system of law which was completely "colorable" from start to finish. this system of law was codified as the Uniform Commercial Code, and has been adopted in every state. This is "colorable" law, and it is used in all the courts.

I explained one of the keys earlier, which is that the country is bankrupt and we have no rights. If the master says "Jump!" then the slave had better jump, because the master has the right to cut off his head. As slaves we have no rights. But the creditors/masters had to cover that up, so they created a system of law called the Uniform Commercial Code. This "colorable" jurisdiction under the Uniform Commercial Code is the next key to understanding what happened.

CONTRACT OR AGREEMENT

One difference between Common Law and the Uniform Commercial Code is that in Common Law, contracts must be entered into (1) knowingly, (2) voluntarily, and (3) intentionally.

Under the U.C.C., this is not so. First of all, contracts are unnecessary. Under this new law, "agreements" can be binding, and if you only exercise the benefits of an "agreements," it is presumed

or implied that you intend to meet the obligations associated with those benefits. If you accept a benefit offered by government, then you are obligated to follow, to the letter, each and every statute involved with that benefit. The method has been to get everyone exercising a benefit, and they don't even have to tell the people what the benefit is. Some people think it is the driver's license, the marriage license or the birth certificate, etc. I believe it is none of these.

COMPELLED BENEFIT

I believe the benefit being used is that we have been given the privilege of discharging debt with limited liability, instead of paying debt. When we pay a debt, we give substance for substance. If I buy a quart of milk with a silver dollar, that dollar bought the milk, and the milk bought the dollar - substance for substance. But if I use a Federal Reserve Note to buy the milk, I have not paid for it. There is no substance in the Federal Reserve Note. It is worthless paper given in exchange for something of substantive value. Congress offers us this benefit :

Debt money, created by the federal United States, can be spent all over the United States of America, it will be legal tender for all debts, public and private, and the limited liability is that you cannot be sued for not paying your debt.

So now they have said, "We going to help you out, and you can just discharge your debts instead of paying your debts." When we use this "colorable" money to discharge our debts, we cannot use a Common Law court. We can only use a "colorable" court. We are completely under the UCC, using non-redeemable negotiable instruments and we are discharging debt rather than paying debt.

REMEDY AND RECOURSE

Every system of civilized law must have two characteristics: Remedy and Recourse. Remedy is a way to get out from under that law, and you recover your loss. The Common Law, the Law Merchants, and even the Uniform Commercial Code all have remedy and recourse, but for a long time we could not find them. If you go to a law library and ask to see the Uniform Commercial Code, they will show you a shelf of books completely filled with the Uniform Commercial Code. When you pick up one volume and start to read it, it will seem to have been intentionally written to be confusing. It took us a long time to discover where the Remedy and Recourse are found in their UCC. They are found right in the first volume, at 1-308 (old 1-207) and 1-103.

REMEDY

The making of a valid Reservation of Rights preserves whatever rights the person then possesses, and prevents the loss of such rights by application of concepts of waiver or estoppel. (UCC 1-308 (old 1-207).7)

It is important to remember when we go into a court that we are in a commercial international jurisdiction. If we go into court and say, " I DEMAND MY CONSTITUTIONAL RIGHTS ," the judge will

most likely say, "You mention the Constitution again, and I'll find you in contempt of court !" Then we don't understand how he can do that. Hasn't he sworn to uphold the Constitution? The rule here is: you cannot be charged under one jurisdiction, and defend under another. For example, if the French government came to you and asked where you filed your French income tax in a certain year, do you go to the French government and say, "I demand my Constitutional Right?" No. The proper answer is: THE LAW DOESN'T APPLY TO ME - I'M NOT A FRENCHMAN. You must make your reservation of rights under the jurisdiction in which you are charged - not under some other jurisdiction. So in a UCC court, you must claim your reservation of rights under (pursuant to) the [their] U.C.C. 1-308 (old 1-207).

UCC 1-308 (old 1-207) goes on to say:

When a waivable right or claim is involved, the failure to make a reservation thereof, causes a loss of the right, and bars its assertion at a later date . (UCC 1-308 (old 1-207).9)

You have to make your claim known early. Further, it says:

The Sufficiency of the Reservation - Any expression indicating an intention to reserve rights, is sufficient, such as "WITHOUT PREJUDICE." (UCC 1-308 (old 1-207).4)

Whenever you sign any legal paper that deals with Federal Reserve Notes (FRNs) -in any way, shape or manner - under your signature write: Without Prejudice UCC 1-308 (old 1-207). This reserves your rights. You can show, at 1-308 (old 1-207).4 that you have sufficiently reserved your rights.

It is very important to understand just what this means. For example, one man who used this in regard to a traffic ticket was asked by the judge just what he meant by writing "without prejudice UCC 1-308 (old 1-207)" on his statement to the court. He had not tried to understand the concepts involved. He only wanted to use it to get out of the ticket. He did not know what it meant. When the judge asked him what he meant by signing in that way, he told the judge that he was not prejudiced against anyone The judge knew that the man had no idea what it meant, and fined him an additional \$25.00 for a frivolous defense. You must know what it means.

WITHOUT PREJUDICE
pursuant to UCC 1-308

When you see "Without Prejudice" UCC 1-308 in connection with your signature, you are saying:

"I reserve my right not to be compelled to perform under any contract, commercial agreement or bankruptcy that I did not enter knowingly , voluntarily , and intentionally . And furthermore, I do not and will not accept the liability of the compelled benefit of any unrevealed contract or commercial agreement or bankruptcy."

Actually, it is better to use a rubber stamp, because this demonstrates that you had previously reserved your rights. The simple fact that it takes several days or a week to order and get a stamp

shows that you had reserved your rights before signing the document.

What is the compelled performance of an unrevealed commercial agreement? When you use Federal Reserve Notes instead of silver dollars, is it voluntary? No. There is no lawful money, so you have to use Federal Reserve Notes - you have to accept the benefit. The government has given you the benefit to discharge your debts with limited liability, and you don't have to pay your debts. How nice they are! But if you did not reserve your rights under 1-308 (old 1-207), you are compelled to accept the benefit, and are therefore obligated to obey every statute, ordinance and regulation of the government, at all levels of government - federal, state and local.

If you understand this, you will be asked to explain it to the judge when asked. And he will ask, so be prepared to explain it to the court. You will also need to understand UCC 1-103 - the argument and recourse.

If you want to understand this fully, go to a law library and photocopy these two sections from the UCC. It is important to get the Anderson [Anderson, Uniform Commercial Code, Lawyers Cooperative Publishing Company] edition. Some of the law libraries will only have the West Publishing version, and it is very difficult to understand. In Anderson, it is broken down with decimals into ten parts, and most importantly, it is written in plain English.

RECOURSE

The Recourse appears in the Uniform Commercial Code at 1-103.6, which says:

The Code is complimentary to the Common Law, which remains in force, except where displaced by the code. A statute should be construed in harmony with the Common Law, unless there is a clear legislative intent to abrogate the Common Law.

This is the argument we use in court:

The Code recognizes the Common Law. If it did not recognize the Common Law, the government would have had to admit that the United States is bankrupt, and is completely owned by its creditors. But, it is not expedient to admit this, so the Code was written so as not to abolish the Common Law entirely.

Therefore, if you have made a sufficient, timely, and explicit reservation of your rights at 1-308 (old 1-207), you may then insist that the statutes be construed in harmony with the Common Law.

If the charge is a traffic, you may demand that the court produce the injured person who has filed a verified complaint. If, for example, you were charged with failure to buckle your seatbelt, you may ask the court who was injured as a result of your failure to "buckle up."

However, if the judge won't listen to you and just moves ahead with the case, then you will want to read to him that last sentence of 1-103.6 which states:

The Code cannot be read to preclude a Common Law action.

Tell the judge:

"Your Honor, I can sue you under the Common Law, for violating my right under the Uniform Commercial Code." I have a remedy, under the, UCC to reserve my rights under the Common Law. I have exercised the remedy, and now you must construe this statute in harmony with the Common Law, you must come forth with the damaged party."

If the judge insists on proceeding with the case, just act confused and ask this question:

"Let me see if I understand, Your Honor. Has this court made a judicial determination that the sections 1-308 (old 1-207) and 1-103 of the Uniform Commercial Code, which is the system of law you are operating under, are not valid law before this court?"

Now the judge is in a jamb! How can the court throw out one part of the Code and uphold another? If he answers, "yes," then you say:

"I put this court on notice that I am appealing your judicial determination."

Of course, the higher court will uphold the Code on appeal. The judge knows this, so once again you have boxed him into a corner.

PRACTICAL APPLICATION - TRAFFIC COURT

Just so we can understand how this whole process works, let us look at a court situation such as a traffic violation. Assume you ran through a yellow light and a policeman gave you a traffic ticket.

1. The first thing you want to do is to delay the action at least three weeks. This you can do by being pleasant and cooperative with the officer. Explain to him that you are very busy and ask if he could please set your court appearance for about three weeks away.

[At this point we need to remember the government's trick: "I'm from the government, and I'm here to help you." Now we want to use this approach with them).

2. The next step is to go the clerk of the traffic court and say:

"I believe it would be helpful if I talk to you, because I want to save the government some money (this will get their attention). I am undoubtedly going to appeal this case. As you know, in an appeal, I have to have a transcript, but the traffic court doesn't have a court reporter. It would be a waste of taxpayer's money to run me through this court and then to have to give me a trial de novo in a court of record. I do need a transcript for appealing, and to save the government some money, maybe you could schedule me to appear in a court of record."

You can show the date on the ticket and the clerk will usually agree that there is plenty of time to schedule your trial for a court of record. Now your first appearance is in a court of record and not in a

traffic court, where there is no record.

3. When you get into court, the judge will read the charges: driving through a yellow light or whatever, and this is a violation of ordinance XYZ. He will ask, " Do you understand the charges against you ?"

4. It is very important to get it read into the record, that you do not understand the charges. With that in the record, the court cannot move forward to judge the facts. This will be answered later.

5. "Well, Your Honor, there is a question I would like to ask before I can make a plea of innocent or guilty. I think it could be answered if I could put the officer on the stand for a moment and ask him a few short questions.

Judge: "I don't see why not. Let's swear the officer in and have him take the stand."

"Is this the instrument that you gave me?" (Handing him the traffic citation).

Officer: "Yes, this is a copy of it. The judge has the other portion of it."

"Where did you get my address that you wrote on that citation?"

Officer: "Well, I got it from your driver's license."

(Handing the officer your driver's license) "Is this the document you copied my name and address from?"

Officer: "Yes, this is where I got it."

"While you've got it in your hand, would you read the signature that's on that license? (The officer reads the signature). "While you're there, would you read into the record what it says under the signature?"

Officer: "It says, "Without Prejudice, UCC 1-308." [old 1-207]

Judge: "Let me see that license!" (He looks at it turns to the officer). "You didn't notice this printing under the signature on this license, when you copied his name and address onto the ticket?"

Officer: "Oh, no, I was just getting the address - I didn't look down there."

Judge: "You're not very observant as an officer. Therefore, I'm afraid I cannot accept your testimony in regards to the facts of this case. This case is dismissed."

6.a. you had reserved your Common Law rights under the UCC;

b. you had done it sufficiently by writing "Without Prejudice, UCC 1-308 (old 1-207)" on your driver's license;

c. the statute would now have to be read on harmony with the Common Law, and the Common Law says the statute exists, but there is no injured party; and

d. since there is no injured party or complaining witness, the court has no jurisdiction under the Common Law.

5. If the judge tries to move ahead and try the facts of the case, then you will want to ask him the following question:

"Your Honor, let me understand this correctly, has the court made a judicial determination that it has authority under the jurisdiction that it is operating under, to ignore two sections of the Uniform Commercial Code which have been called to its attention? If he says, yes, tell him that you put the court on notice that you will appeal that judicial determination, and that if you are damaged by his actions, you will sue him in Common Law action - under the jurisdiction of the U.C.C."

QUESTIONS AND REVIEW

Note: These are some of the questions asked after the main lecture. Some are restatements of material presented earlier, but they contain very valuable information which is worth repeating.

COURTROOM TECHNIQUES

Question: How did you "box in" the judge?

This is easy to do if you don't know too much. I didn't know too much, but I boxed them in. You must play a little ignorant.

If you are arrested and you go to court, just remember that in a criminal action, you have to understand the law or it is a reversible error for the court to try you. If you don't understand the law, they can't try you.

In any traffic court case or tax case you are called into court and the judge reads the law and then asks,

"Do you understand the charges?"

Defendant: **No**, (Your Honor,) **I do not!**

Judge:

Well, what's so difficult about that charge? Either you drove the wrong way on a one-way street or you didn't. You can only go one way on that street, and if you go the other way, it's a fifty dollar fine. What's so difficult about this that you don't understand?"

D: Well, Your Honor, it's not the letter of the law, but rather the nature of the law that I don't

understand. The Sixth Amendment of the Constitution gives me the right to request the court to explain the nature of any action against me, and upon my request, the court has the duty to answer. I have a question about the nature of this action.

J: Well, what is that - what do you want to know?

Always! Ask them some easy questions first, as this establishes that they are answering. You ask:

D: Well, Your Honor, is this a Civil or Criminal Action?"

J: It is criminal. (If it were a civil action there could be no fine, so it has to be criminal).

D: Thank you, Your Honor, for telling me that. Then the record will show that this action against ___(Straw Man Name)___ is a criminal action, is that right?

J: Yes.

D: I would like to ask another question about this criminal action. There are two criminal jurisdictions mentioned in the Constitution; one is under the Common Law , and the other deals with International Maritime Contracts , under an Admiralty Jurisdiction . Equity is Civil, and you said this is a Criminal action, so it seems it would have to be under either the Common Law, or Maritime Law. But what puzzles me, Your Honor, is, there is no *Corpus Delicti* here that gives this court a jurisdiction over my person and property under the Common Law. Therefore, it doesn't appear to me that this court is moving under the Common Law.

J: No, I can assure you this court is not moving under the Common Law.

D: Well, thank you, your Honor, but now you make the charge against me even more difficult to understand, the only other criminal jurisdiction would apply only if there was an International Maritime Contract involved and I was a party to it, it had been Breached, and the court was operating in an Admiralty Jurisdiction.

I don't believe I have ever been under any International Maritime Contract, so I would deny that one exists. I would have to demand that such a contract, if it does exist, be placed into evidence, so that I may contest it, but surely, this court is not operating under an Admiralty Jurisdiction.

You just put words in the judge's mouth.

J: No, I can assure you, we're not operating under an Admiralty Jurisdiction. We're not out in the ocean somewhere - we're right here in the middle of the State of North Carolina, No, this is not an Admiralty Jurisdiction.

D: Thank you, Your Honor, but now I am more puzzled than ever. If this/these charge/s is/are not under the Common Law, or under Admiralty - and those are the only criminal jurisdictions mentioned in the Constitution - what kind of jurisdiction could this court be operating under?

J: It's Statutory Jurisdiction.

D: Oh, thank you, Your Honor. I'm glad you told me that. But I have never heard of that jurisdiction. So, if I have to defend under that, I would need to have the Rules of Criminal Procedure for Statutory Jurisdiction. Can you provide me with the location of a copy?

THE END!